

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

R.D. WEIS & COMPANY, INC.,

Plaintiff,

v.

THE CHILDREN'S PLACE RETAIL
STORES, INC.,

Defendant.

Civil Action No. 08-4245

**MEMORANDUM IN SUPPORT OF THE MOTION OF THE CHILDREN'S
PLACE RETAIL STORES, INC., A DELAWARE CORPORATION TO
DISMISS THE COMPLAINT OF R.D. WEIS & COMPANY, INC.**

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THE CHILDREN'S PLACE RETAIL
STORES, INC.,

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**MEMORANDUM IN SUPPORT OF THE MOTION OF THE CHILDREN'S PLACE
RETAIL STORES, INC., A DELAWARE CORPORATION TO DISMISS THE
COMPLAINT OF R.D. WEIS & COMPANY, INC.**

The Children’s Place Retail Stores, Inc., a Delaware corporation (“TCP”) submits this Memorandum of Law in support of its Motion to Dismiss the Complaint of the above-captioned Plaintiff, R.D. Weis & Company, Inc. (the “Motion”).

PRELIMINARY STATEMENT

Plaintiff's Complaint (defined below) must be dismissed for failing to state a cause of action against TCP for which relief can be granted. Plaintiff's allegations against TCP are based upon a supposed quasi-contract between the Plaintiff and TCP. Plaintiff's Complaint alleges that TCP and Plaintiff entered into a verbal agreement to purchase carpeting for various Disney Stores around the country. Yet, the allegations made in the Complaint are not sufficient to establish the existence of a quasi-contract. Indeed, Plaintiff inexplicably fails to bring to the Court's attention the only contract that purports to provide for the goods and services for which they seek to recover, a contract between Plaintiff and Hoop Retail Stores, LLC ("Hoop"), not TCP. Hoop is a wholly-owned subsidiary of TCP currently under bankruptcy protection in the

United States Bankruptcy Court for the District of Delaware. In an attempt to avoid trying to collect from a bankrupt company, Plaintiff instead seeks to create liability as to TCP out of whole cloth. As explained below, however, Plaintiff's attempt fails on its face.

In addition to failing to alert the Court that Plaintiff's written contract was with Hoop, not TCP, it also fails to tell the Court that all of the invoices submitted by Plaintiff for the work performed were submitted to Hoop, not TCP. Given the existence of a written contract with Hoop, and the fact that Plaintiff submitted all of its invoices to Hoop, Plaintiff's quasi-contract claim must fail. Under applicable law, a party may not recover under a quasi-contract theory when there is a written contract covering the same subject matter.

Even if Plaintiff could allege facts sufficient to establish the existence of a quasi-contract with TCP, which it cannot, the Complaint would still have to be dismissed since the purported quasi-contract would violate the statute of frauds. The Uniform Commercial Code, under any state law that might be applicable, clearly provides that any contract for the sale of goods in excess of \$500 must be in writing. Plaintiff's Complaint seeks damages well in excess of this amount for the good and services purportedly sold to TCP, yet it does not allege the existence of any written contract. Instead, the Complaint vaguely alleges that the "exchange of electronic mail, documents, and purchase and sales information, and the mutual acceptance of the terms and conditions of the contractual agreement" created an enforceable contract, yet Plaintiff does not allege facts sufficient to overcome the statute of frauds requirement for a writing. Therefore, the Complaint must be dismissed for failure to state a claim.

Finally, even if the Plaintiff could convince the Court that either a written or quasi-contract existed between TCP and Plaintiff, and that the statute of frauds did not somehow bar its claim, the Complaint would still have to be dismissed for failure to name an indispensable

party. As stated above, the only written agreement relating to the sale of goods and services is between Plaintiff and Hoop. The Complaint fails to even mention the existence of this agreement with Hoop. Clearly, Plaintiff is trying to avoid the need to name Hoop, a company in bankruptcy, which would require seeking to lift the automatic stay imposed in all bankruptcy proceedings. Plaintiff, however, cannot so easily seek to avoid becoming entangled in the bankruptcy proceedings. Thus, even if Plaintiff can avoid dismissal for failing to state a cause of action against TCP, it cannot avoid naming Hoop as a party to this proceeding. Plaintiff's agreement with Hoop, if enforceable, would preclude a quasi-contractual recovery from TCP. If Hoop cannot be named, then this action must be dismissed.

Therefore, pursuant to Federal Rule Civil Procedure 12(b)(6), 12(b)(7), and 19, this Court should dismiss the Complaint for failure to state a claim upon which relief can be granted, or alternatively, failure to include Hoop, an indispensable party, as a defendant in this action.

FACTUAL AND PROCEDURAL BACKGROUND

TCP is the ultimate parent of Hoop Holdings, LLC and Hoop (collectively, the "Debtors"). The Debtors were organized in August 2004 to own and operate the Disney Store business. The Children's Place Services Company, LLC ("TCP Services") performs certain services, including accounting, legal and facilities management on behalf of, among others, both TCP and Hoop. TCP Services is a separate and distinct legal entity from TCP, the named defendant in the action. The principal place of business for Hoop, TCP Services, and TCP is Secaucus, New Jersey.

On or about November 15, 2007, Plaintiff executed a contract under which Plaintiff was to provide the goods and services to Hoop (the "Contract") (a copy of the Contract

is attached as Exhibit A). Specifically, the Contract called for Plaintiff to sell and install carpeting in various retail locations around the country. Although Hoop is listed as the counterparty and only other signatory to the Contract, Hoop, apparently never executed the Contract.¹

On March 26, 2008, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). TCP is not a debtor in the Chapter 11 Cases. On April 23, 2008, the Bankruptcy Court approved the sale of certain of the Disney Store locations to T2 Acquisition, LLC, a Delaware Limited Liability Company. In re Hoop Holdings, LLC, Case No. 08-10544 (BLS) (Bankr. D. Del. April 23, 2008) (sale order transferring certain of the Debtors’ retail stores to T2 Acquisition) [Docket No. 319] (the “Sale Order”) (a copy of the Sale Order is attached as Exhibit B).

As evidenced by Schedule F of Hoop’s Summary of Schedules [Docket No. 399] (the “Schedules”) (a copy of Schedule F is attached as Exhibit C), Hoop admits that \$186,590.97 is owed to Plaintiff under the Contract. On May 5, 2008, Plaintiff filed its complaint (the “Complaint” or “Action”). In the Complaint, Plaintiff seeks to recover alleged damages under theories of breach of contract, quasi-contract, and *quantum meruit* for non-payment of money owed to Plaintiff for selling and installing the carpet.

ARGUMENT

A. The Complaint must be Dismissed for Failure to State a Claim

The Complaint fails to state a claim by its failure to properly allege the existence of a valid contract between TCP and Plaintiff, let alone identify a single writing signed by TCP.

¹ Upon information and belief, TCP believes that discovery upon Plaintiff or the Debtors may yield a copy of the Contract that was signed by Hoop.

In order to survive a motion to dismiss under Rule 12(b)(6),² a party alleging a breach of contract must at least plead the existence of an enforceable contract. Herbert Constr. Co. v. Greater N.Y. Sav. Bank (In re 455 CPW Assocs.), 1999 U.S. Dist. LEXIS 13306, *15 (S.D.N.Y. Aug. 30, 1999) (dismissing the complaint after examining the complaint and documents incorporated by reference and determining that “a mere conclusory allegation in the Complaint that the mortgage was a ... contract was insufficient to survive a motion under Rule 12(b)(6)”). In order for a quasi-contract claim to survive a motion to dismiss, Plaintiff must at least allege “(1) the performance of services in good faith, (2) the acceptance of the services by the person to whom they are rendered, (3) an expectation of compensation therefor, and (4) the reasonable value of the services.” Longo v. Shore & Reich, Ltd., 25 F.3d 94, 98 (2d Cir. 1994) (applying New York law); Starkey v. Estate of Nicolaysen, 796 A.2d 238, 242-43 (N.J. 2002) (applying the same standard under New Jersey law).

In its Complaint, Plaintiff vaguely alleges the existence of a contractual agreement evidenced by “written and electronic correspondence” without specifically alleging the existence of a signed writing by TCP. Instead, Plaintiff relies on vague, bald allegations to establish a contract, or failing that, a quasi-contract between itself and TCP.

Plaintiff fails to allege facts sufficient to establish a quasi-contractual recovery against TCP. Notwithstanding the fact that an agreement was negotiated between itself and Hoop, Plaintiff makes no attempt to explain how TCP, and not Hoop, accepted Plaintiff's

² See Reddington v. Staten Island Univ. Hosp., 511 F.3d 126, 132 (2d Cir. 2007) (“To survive dismissal, the plaintiff must provide the grounds upon which [her] claim rests through factual allegations sufficient ‘to raise a right to relief above the speculative level.’”). Even if the Complaint is construed in favor of Weis, its bald, contradicted assertions that a contractual agreement exists between Weis and TCP are not sufficient to overcome dismissal under Rule 12(b)(6). See Reddington, 511 F.3d at 132 (A court will construe “the complaint liberally, accepting all factual allegations in the complaint as true, and drawing all reasonable inferences in the plaintiff's favor”; nonetheless, “bald assertions and conclusions of law will not suffice”).

performance. Unable to produce a signed writing by TCP, Plaintiff nonetheless alleges that invoices were sent to TCP.³ In fact, all of the invoices (the “Invoices”) relating to the sale of the carpet provide that the goods and services were “sold to Hoop Retail Stores”, and were submitted to Hoop, not TCP (copies of the Invoices are attached as Exhibit D).⁴ Not only are the allegations untrue, but they contradict the terms of the Contract between Plaintiff and Hoop, which provide that Hoop would accept its performance, and that the invoices were to be sent directly to Hoop. Contract, §§ 3, 5.1, 6.6.

Given the existence of the Contract with Hoop and that the Invoices were sent to Hoop, Plaintiffs purported quasi-contract claim against TCP must fail. Where there exists a valid, enforceable contract, a party cannot bring a quasi-contract claim. Corcoran v. GATX Corp. & GATX Tech. Servs. Corp., 2008 NY Slip Op 2241, 1 (N.Y. App. Div. 4th Dep’t 2008) (“[U]njust enrichment, is grounded in quasi contract and, where a valid and enforceable contract exists governing a particular subject matter, it precludes recovery in quasi contract for events arising out of the same subject matter.”) (internal quotations omitted); see also Callano v. Oakwood Park Homes Corp., 219 A.2d 332, 335 (N.J. App. Div. 1966) (“A plaintiff is not entitled to employ the legal fiction of quasi-contract-contract to ‘substitute one promisor or debtor for another.’”) (internal citations omitted).

Moreover, in order for a party to establish a breach of contract in the context of the sale of goods over \$500, Article 2 of the Uniform Commercial Code requires that the party seeking to enforce a contract must have a signed writing *by the party against whom enforcement*

³ The allegations in Plaintiff’s Complaint, if true, suggest only that TCP Services, not TCP, may have been acting on behalf of Hoop with respect to the Contract between Hoop and Plaintiff.

⁴ Referring to the Contract with Hoop and the Invoices does not change the nature of this Motion to one for summary judgment rather than one for dismissal under Fed. R. Civ. P. 12(b)(6). Cortec Industries, Inc. v. Sum Holding L.P., 949 F.2d 42, 48 (2d Cir. 1991) (holding that the lower court was

is sought. N.J. Stat. § 12A:2-201 (2008) (“Except as otherwise provided in this section a contract for the sale of goods for the price of \$500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or broker.”) (emphasis added); see also NY CLS UCC § 2-201 (2008) (same).⁵

The Complaint, seeking \$616,462.95 in damages, includes a claim for the sale of goods far in excess of the \$500 value threshold specified in Section 2-201 of the Uniform Commercial Code. Accordingly, Plaintiff’s failure to provide as part of its Complaint a signed writing by TCP, the party against whom enforcement is sought, is fatal.

B. The Complaint must be Dismissed for Failure to Include Hoop as a Party

To the extent that this Court does not dismiss the Complaint for failure to state a claim against TCP, the Action should be dismissed for failure to join a necessary party. Federal Rule of Civil Procedure 19(a) (the “Rules”), in pertinent part, provides,

A person who is subject to service of process and whose joinder will not deprive the court of subject-matter jurisdiction must be joined as a party if:

(A) in that person's absence, the court cannot accord complete relief among existing parties....

Fed. R. Civ. P. 19(a); Dunn v. Std. Bank London Ltd., 2006 U.S. Dist. LEXIS 3115, *5

(S.D.N.Y. Jan. 30, 2006) (finding that a court must first “determine whether an absent party is a ‘necessary’ party under Rule 19(a)”).

correct in considering certain documents that were integral to the plaintiff’s case where the plaintiff had actual notice of the information in the motion and relied on those documents in framing the complaint).

⁵ TCP includes citations to both New York and New Jersey law. The law of New York is included in this memorandum because the case was filed there. The law of New Jersey is included in this memorandum because TCP’s principal place of business is New Jersey and any alleged quasi-contract would likely arise under New Jersey law.

Courts have found that a non-party is a necessary party under Rule 19(a), and thus, must be present where such non-party's rights and responsibilities under a contract are the central issue in the case. See Dunn, 2006 U.S. Dist. LEXIS 3115, *10 ("If the resolution of a plaintiff's claim would require the definition of a non-party's rights under a contract, it is likely that the non-party is necessary under Rule 19(a).... Moreover, it is difficult to see how plaintiffs could be accorded complete relief if the sole named party with which they contracted is absent from the action."); CP Solutions PTE, Ltd. v. GE Co., 244 F.R.D. 137, 143 (D. Conn. 2007) ("[C]ourts generally hold that a party to a multi-party contract, whose rights, obligations, and liabilities thereunder would be affected if the relief sought were granted, is an indispensable party.").

Hoop is without a doubt a necessary party to the Action.⁶ As in Dunn, Hoop is a necessary party that must be added for the case to proceed, and no attempt has been made to explain its absence. Inexplicably, Plaintiff fails to even mention the existence of the Contract with Hoop, or mention that all of the Invoices for the work performed were submitted to Hoop, not TCP.⁷ Contrary to Plaintiff's assertions, only Hoop accepted performance by Plaintiff, which fact is attested to by Plaintiff's own pleadings and evidence. For example, the Contract explicitly names Hoop as the proposed counterparty and provides that Plaintiff is to provide invoices to Hoop, not TCP. Contract, § 5.1. The Contract also provides that all notices are to be provided to Hoop, not TCP. Contract, § 22. In addition, each of Plaintiff's Invoices clearly indicates that the invoiced materials were "sold to" Hoop. See Exhibit D. Thus, Hoop is a necessary party because it is the party that contracted with Plaintiff and accepted Plaintiff's performance.

⁶ Here, there is no question that Hoop is subject to service of process.

If a necessary party cannot be joined under Rule 19(a), the court must consider whether the case can be allowed to continue without such party:

If a person who is required to be joined if feasible cannot be joined, the court must determine whether, in equity and good conscience, the action should proceed among the existing parties or should be dismissed. The factors for the court to consider include: (1) the extent to which a judgment rendered in the person's absence might prejudice that person or the existing parties; (2) the extent to which any prejudice could be lessened or avoided ...; (3) whether a judgment rendered in the person's absence would be adequate; and (4) whether the plaintiff would have an adequate remedy if the action were dismissed for nonjoinder.

Fed. R. Civ. P. 19(b); Dunn, 2006 U.S. Dist. LEXIS 3115, *6 (“Where a court makes a threshold determination that a party is necessary under Rule 19(a) and joinder of the absent party is not feasible for jurisdictional or other reasons, the court must then determine whether the party is ‘indispensable’ under Rule 19(b).”). In Dunn, after finding that the plaintiffs failed to name the entities that actually employed them, the court determined that the case could not proceed without the indispensable party. 2006 U.S. Dist. LEXIS 3115, *10. The Dunn court considered the first and second factors, stating that “[i]t is difficult to see how plaintiffs could be accorded complete relief if the sole named party with which they contracted is absent from the action.” Id. The Dunn court considered the third factor to be especially important: [b]ecause there is no indication that either of the defendants was actually a party to the contracts on which plaintiffs premise their action, no adequate judgment could be rendered in [the indispensable party’s] absence.” Id. Finally, the Dunn court found that plaintiffs would still have an adequate remedy in state court where the defendants were subject to jurisdiction. Id.

Just as in Dunn, Hoop is an indispensable party without which the case cannot proceed. Hoop is not even named though it is the party that is potentially liable under the

⁷ In addition, Plaintiff also fails to include in its Complaint the fact that Hoop, as part of its

Contract. Indeed, it is the only party named in the Contract which Plaintiff seeks to enforce. Because TCP never signed and is not a party to the Contract, there is no way for this Court to grant protective or limited relief short of requiring the joinder of Hoop or the dismissal of the Complaint. TCP will be greatly prejudiced by having to defend this Action without the presence of the party who is potentially liable. In addition, TCP may be unable to obtain adequate discovery of Hoop by virtue of the automatic stay imposed by the Bankruptcy Code.

Assuming Plaintiff was able to overcome the motion to dismiss for failure to state a claim, which it cannot, Hoop must be joined as a party for this Action to proceed. If for some reason Hoop cannot be joined, then the Action must be dismissed for failure to name an indispensable party. Hoop's absence is inequitable here where Plaintiff attempts to establish liability on a quasi-contractual basis without producing a single writing signed by TCP.

bankruptcy schedules, admits to owing Plaintiff \$186,590.97. See Exhibit C.

CONCLUSION

For the foregoing reasons, TCP respectfully submits that the Complaint should be dismissed pursuant to Rule 12(b)(6), 12(b)(7), and 19 for failure to state a claim upon which relief can be granted and failure to join an indispensable party.

Respectfully submitted,

Dated: July 7, 2008

/s/

YOUNG CONAWAY STARGATT & TAYLOR, LLP
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Counsel for The Children's Place Retail Stores, Inc.

CERTIFICATE OF SERVICE:

I hereby certify that on July 7, 2008, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will send a notification of such filing (NEF) to the following:

Matthew Persanis, Esq.
ELEFANTE & PERSANIS, LLP
Scarsdale, New York 10583
(914) 725-4000

/s/

YOUNG CONAWAY STARGATT & TAYLOR, LLP
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Counsel for The Children's Place Retail Stores, Inc.

AFFIDAVIT:

True and correct copies of the original documents referenced below are attached to the Memorandum as Exhibits.

Exhibit A: *Product Supplier Agreement* (including Exhibits A, B, and C thereto)
Exhibit B: *Sale Order*
Exhibit C: *Schedule F of Hoop's Summary of Schedules*
Exhibit D: *Invoices for Stores* (6309, 6360, 6374, 6387, 6422, 6426, 6429, 6432, 6436, 6441, 6444, 6466, 6469, 6472, 6473, 6474, 6481, 6482, 6488, 6500, 6507, 6508, 6511, 6514, 6531, 6547, 6549, 6556, 6566, 6568, 6559, 6573, 6574, 6575, 6583, 6595, 6603, 6615, 6619, 6630, 6637)

Dated: July 7, 2008

/s/

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Counsel for The Children's Place Retail Stores, Inc.

EXHIBIT A

PRODUCT SUPPLIER AGREEMENT
CON-_____

THIS PRODUCT SUPPLIER AGREEMENT ("Agreement") is entered into as of Wednesday, November 07, 2007, by and between RD Weis Companies, with a principal place of business at 200 William Street, Port Chester, NY 10573, (the "Supplier") and Hoop Retail Stores, LLC, a Delaware limited liability company, including its parent and other subsidiaries of its parent, having a principal place of business at 915 Secaucus Road, Secaucus, New Jersey 07094, ("Hoop").

WHEREAS, Hoop desires to procure certain products and services from Supplier from time to time; and

WHEREAS, Supplier desires to provide such products and services to Hoop on the terms set forth below;

FOR AND IN CONSIDERATION of the promises and mutual agreements herein, Supplier and Hoop agree as follows:

1. Term

The initial term of this Agreement shall be One (1) year. The Agreement may be renewed for additional one year periods thereafter upon the mutual written agreement of Supplier and Hoop.

2. Products

2.1. Supplier shall provide the products for Hoop specified in **Exhibit A** attached hereto. It being understood that there may be multiple Exhibit A's executed pursuant to this Agreement and any such new Exhibit A will automatically become part of this Agreement. In the event of a conflict between any term of this Agreement and Exhibit A, the terms in Exhibit A shall prevail. Changes concerning any aspect of the Products, including without limitation description and delivery timeframes, shall be valid only if made in writing and if such writing is executed by authorized representatives of both parties.

3. Delivery & Acceptance.

Delivery dates, location for delivery and acceptance criteria for the Products are set out in the Exhibit A as mutually agreed by the parties. Supplier shall deliver all Products, upon completion, to the Hoop designated representative and location for testing and acceptance. Supplier shall confirm such delivery in a written delivery notice, which shall include the following: Product description, delivery mode, delivery date and quantity delivered ("Delivery Notice"). The Hoop designated representative shall review the Delivery Notice against the actual delivered Product(s) and if such matches, then countersign the Delivery Notice. Acceptance criteria for Products shall be as mutually agreed by the parties as set out in Exhibit A. Upon completion review, Hoop shall issue to Supplier a notice of acceptance or rejection of the Products. In the event of rejection, Hoop shall provide a reason for rejection to Supplier in reasonable detail. Supplier shall use all reasonable efforts to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible but no longer than thirty (30) days after Supplier's receipt of Hoop's rejection notice. In the event Hoop does not accept such corrected Products, Hoop may, in its sole discretion and in addition to any other available remedies, either (a) grant Supplier a further fifteen (15) days (or such longer period as Hoop may, in its sole discretion, decide) in which to correct any problems in such Products; or (b) deem Suppliers failure to provide to Hoop an acceptable Product to be a default, and immediately terminate this Agreement without further opportunity to cure.

4. Purchase Orders.

If requested by Hoop, Supplier acknowledges that no services will be rendered or product produced and/or delivered in the absence of an approved Hoop Purchase Order. Hoop reserves the right to withhold payment of invoices that do not correspond to an approved Hoop Purchase Order.

5. Invoice Taxes and Audits

5.1. Fees and Payment Terms. Hoop shall purchase Products at the prices negotiated by the parties ("Fees") for each order pursuant to the terms set forth in **Exhibit A**. It being understood that there

may be multiple Exhibit A's executed pursuant to this Agreement and any Exhibit A may be updated or amended in the future by the parties executing a new Exhibit A (each "Exhibit A") and any such new Exhibit A will automatically become part of this Agreement. The Fees shall cover all of the Products delivered under this Agreement and shall also cover Hoop's ownership of the Products and any assignments thereto hereunder. Hoop shall have no obligation to pay for any Products until an invoice for the item containing all information required by Hoop for payment ("Valid Invoice") is received. All accurate and undisputed Valid Invoices that Supplier submits to Hoop in accordance with the terms of this Agreement shall be paid by Hoop under the terms of this Agreement. Hoop shall pay the amounts due and owing to Supplier hereunder within forty five (45) days of receipt of Valid Invoices issued by Supplier, provided however, that if Hoop pays the amounts due and owing to Supplier pursuant to such invoice within fifteen (15) days of receipt of Valid Invoices issued by Supplier, then Hoop will receive a 2% discount on the amount due and owed pursuant to such Valid Invoice. Invoices will NOT be sent prior to acceptance by Hoop or a representative on behalf of Hoop. Supplier shall send invoices to: Hoop Retail Stores, LLC, Attn: Accounts Payable, 915 Secaucus Road, Secaucus, NJ 07094. Each invoice shall specifically refer to this Agreement as contract number [CON-____] and shall include the following: Products' delivery location and date, Hoop representative's name and contact details and respective Purchase Order number (as applicable). Any extraneous terms on invoices shall be void and or no effect. Hoop shall have no obligation to make payments on those invoices received by Hoop more than sixty (60) days after having accepted the Products.

5.2. Taxes

5.2.1. Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its income and receipts.

5.2.2. Supplier shall be responsible for any national, state and local sales, use, excise, ad valorem, value-added, services, consumption, and other taxes and duties on any goods or services used or consumed by it in providing the Products.

5.2.3. Hoop shall be responsible for any national, state and local sales, use, excise, ad valorem, value-added, and other similar taxes and duties imposed on the provision of the Services or sale of the Products to Hoop.

5.2.4. Supplier shall separately itemize on the applicable invoice to Hoop any taxes that under this Section 3.3 are the responsibility of Hoop and which Supplier has the legal obligation to collect and remit to the appropriate jurisdiction. With respect to such taxes, Supplier shall be responsible for the timely filing of returns and the timely remission of the tax.

5.3. Records and Audits. Supplier shall maintain complete and accurate accounting records in accordance with sound accounting practices and all applicable laws so as to substantiate Supplier's Fees and charges under each invoice. With respect to Services provided under the Design Attachment, such records shall include payroll records, job cards, attendance cards and job summaries. Supplier shall preserve such records for a period of at least two (2) years after completion of the pertinent work. Hoop shall have access to such records for purposes of audit through an accounting firm selected and paid for by Hoop. Any such review of Supplier's records shall be conducted at reasonable times, and no more than once annually, during normal business hours.

5.4. Tax Form. Supplier shall complete, execute, and deliver to Hoop a Request for Taxpayer Identification and Certification Form (W-8 if Supplier is a non-US entity) prior to, or concurrent with, the execution of this Agreement by Supplier. Failure to comply with this requirement shall constitute a material breach of this Agreement, and Hoop shall have the right to terminate this Agreement with no further obligations to the Supplier and to seek damages caused by said failure.

5.5. Financial Information. Supplier shall promptly furnish to Hoop, at Supplier's expense, upon Hoop's request, the most recent audited annual financial statements and unaudited periodic financial statements of Supplier and such other information regarding Supplier as Hoop may reasonably request.

6. Relationship Management

- 6.1. Relationship Managers. Each party shall assign a relationship manager ("Relationship Manager") who shall be responsible for such party's overall activities and the performance of this Agreement. The selection of, and any change to Supplier's Relationship Manager shall be subject to Hoop prior approval, which approval shall not be unreasonably withheld or delayed. Supplier's Relationship Manager shall have sufficient skill, training, and experience, and authority within Supplier's organization, to be in a position to promptly address Hoop concerns regarding the performance of the Services & Products and compliance with the terms of the Agreement. The Hoop Relationship Manager shall be Supplier's primary point of contact for escalations, and contract and business issues.
- 6.2. Bi-Weekly Meetings. If requested by the Hoop Relationship Manager, the Relationship Managers shall, meet at least once every two (2) weeks regarding the work in progress. The meeting shall include a report from the appropriate personnel at the Supplier regarding: (i) overview of the status of Products during the reporting period; (ii) issues to be resolved; (iii) issues resolved; and (iv) any other information that Hoop or Supplier may, from time to time, reasonably request in writing that they deem appropriate.
- 6.3. Monthly Performance Reviews. If requested by the Hoop Relationship Manager, the Supplier shall cooperate with Hoop in developing and conducting a monthly performance review. Hoop and Supplier shall be entitled to designate specific members of its staff to attend the monthly performance reviews; provided, however, the Hoop account manager and the Supplier regional vice president shall be required to attend all monthly performance reviews in person at the Hoop site designated by Hoop prior to such meeting. In addition, as part of the monthly performance reviews, Supplier shall report to Hoop on Supplier observed opportunities for the introduction of best practices into Hoop's business processes.
- 6.4. Reports. In order to monitor the status, performance, costs, and quality of the Services & Products provided to Hoop, Supplier shall provide Hoop with written reports as reasonably requested by Hoop. If requested, such report shall, at a minimum, include the following information:
- period covered by the report;
 - parties involved from Supplier and Hoop;
 - issues to be resolved;
 - issues resolved;
 - root cause analysis;
 - approvals completed and pending;
 - summary of project status as of reporting date;
 - price / rate (old v new, as appropriate);
 - other reasonable requests for information which Hoop may require.

All reports shall be comprised of one (1) hard copy and (1) electronic copy to be delivered to Hoop's Relationship Manager.

- 6.5. Hoop Manager. Hoop shall also assign a Project Manager, who will be responsible for Hoop's day-to-day activities. The Hoop Manager shall be the only individual authorized to approve changes or additional fees or charges, on behalf of Hoop, which approval must be in writing.
- 6.6. Hoop Designee. Any third party outsourcing vendor, contractor, agent, or other person or entity designated by Hoop in writing (a "Hoop Designee") shall be entitled to enforce and/or perform any responsibilities, obligations, or other provisions attributed to Hoop under this Agreement. Hoop shall provide the Supplier Relationship Manager with written notice of a Hoop Designee, including, the general scope and nature of the authority of such Hoop Designee (the "Designee Authority Letter"). Supplier shall fully cooperate, communicate, coordinate with, and respond to all the requests of any Hoop Designee within the general scope and nature of the authority of such Hoop Designee. Such cooperation will include Supplier's reasonable participation at meetings with third party vendors covering technical, operational, or planning matters relating to Supplier's services & products and such other supplier's services. Supplier will share with such vendor(s) Hoop Data which relates to such vendor's Services & Products, and which Hoop has requested or approved to be provided to such other vendor(s). In addition, Supplier will provide such Hoop Designee

appropriate information in the possession of Supplier relating to the Services. Supplier shall be entitled to reasonably rely on such Hoop Designee, provided, however, that prior Hoop approval shall be required for any work effort requested by any Hoop Designee that is reasonably anticipated to result in fees and/or expenses not already documented in an Exhibit and / or Purchase Order executed by Hoop and Supplier. Hoop shall be entitled to amend and / or terminate its use of any Hoop Designee at any time upon advance notice to Supplier. Hoop will require each Hoop Designee to enter into an agreement containing appropriate confidentiality and non-use provisions with respect to Supplier Confidential Information. Hoop shall remain responsible to Supplier for any and all performance required under this Agreement by Hoop.

- 6.7. Multi-Vendor Environment. Supplier acknowledges that it will be delivering the Services & Products in a multi-vendor environment. Effective operation of such an environment requires not only the cooperation among all suppliers, including the Supplier, but also collaboration in addressing Service and Product related issues that may cross over from one Service and Product area to another ("Cross Over Issues"). As part of the Services & Products, Supplier will actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross Over Issues.

7. Price Protection.

The fees due by Hoop hereunder shall be equal to or less than those fees that Supplier offers to its other customers for comparable Products or Services.

8. Termination and Survivability.

- 8.1. Termination. Hoop may terminate this Agreement at any time, with or without cause ("Termination for Convenience"). Such termination shall be effective immediately. Supplier may terminate this Agreement only in the event of a material breach of Hoop obligations hereunder and Hoop failure to cure such breach within thirty (30) days after receiving written specific notice of the breach being asserted. There are no fees or monetary obligations associated with Termination for Convenience under this Agreement.
- 8.2. Transition Period. Supplier acknowledges that after the expiration or termination of this Agreement, Hoop may need Supplier to continue delivering certain Products for a limited transitional period (the "Transition Period"). In the event that Hoop determines that Supplier's services are required during the Transition Period, (i) Hoop and Supplier shall mutually agree on the length of the Transition Period (which in no event shall exceed 60 days unless otherwise agreed to by both parties), and (ii) Hoop must approve in writing (x) the type of services Supplier shall provide to Hoop during the Transition Period and (y) the compensation Hoop shall pay to Supplier for such services provided by Supplier during the Transition Period. Notwithstanding the terms and conditions herein, for any services provided by Supplier during the Termination Period and/or Transition Period, the provisions of this Agreement shall continue in full force and effect until such services are completed.
- 8.3. Survivability. The following provisions shall survive any expiration or termination of this Agreement: Section 1 (Term), 8 (Termination), 9 (Remedies), 10 (Warranties), 11 (Intellectual Property Rights), 13 (Indemnification), 14 (Limitation on Liability), 15 (Independent Contractor), 16 (Non-exclusive Relationship), 17 (No Use of Hoop Name, Logo or Trademark), 19 (Confidentiality), 20 (Limitation of Proceedings), 21 (Governing Law), 22 (Notices), 25 (Severability), 26 (Headings), and 28 (Complete Agreement).

9. Remedies.

In the event that Supplier breaches any representations or warranties hereunder or fails to comply with any term or requirement of this Agreement, including but not limited to timely delivery of Products, Hoop may in addition to any other remedies, at its sole option and without any liability to Supplier: (a) terminate or cancel this Agreement in its entirety or as it relates to any specific Products, Services or Products; (b) reject the Products, in whole or in part; (c) withhold any payments due Supplier; (d) recover actual, damages, including without limitation lost profits, costs to cover, and reasonable attorney's fee; (e) request Supplier to deliver conforming Product within no longer than twenty (20) days or alternatively, refund Hoop the fees paid for such nonconforming Products; and/or (f) offset any amounts due Supplier by actual loss(es) incurred by Hoop. Remedies set out in this Section 9 are not

exclusive. Hoop's remedies hereunder are cumulative and not exclusive and are in addition to any other remedies of Hoop available hereunder or under any statute or law or otherwise. Hoop will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Hoop may have for a breach of this Agreement.

10. Warranties.

10.1. Supplier represents and warrants that:

- 10.1.1. all Products are merchantable and fit for the use and purpose for which they are intended and that they are free from any defects or matter injurious to persons or real property;
- 10.1.2. Supplier will not disclose nor has disclosed to any third party, nor has used nor will use for its own benefit, any Hoop trade secrets or information which may reasonably be believed to be confidential to Hoop (e.g., designs);
- 10.1.3. all Products and deliverables meet all applicable industry and regulatory requirements as well as all Hoop requirements and the Products' and deliverables' quality standards conform with all written proposals and descriptions as well as any drawings, specifications, samples, models or the like that Supplier may have provided to Hoop concerning this matter (including without limitation descriptions or demonstrations of the Product provided by Supplier to Hoop prior to the execution of this Agreement);
- 10.1.4. Supplier represents and warrants that: Supplier has and shall comply with all local, foreign, domestic and other laws, rules, regulations and requirements, including but not limited to: (a) the Immigration Reform & Control Act ("IRCA"), wage and hour, child labor, OSHA, and all other labor laws; (b) price discrimination laws; (c) laws relating to standards for weights, measures, sizes, quantities and ingredients; (d) trademark, trade dress, copyright, patent, unfair competition and all other intellectual property laws; (e) environmental laws, regulations and rulings including the California Safe Drinking Water and Toxic Enforcement Act (Proposition 65); (f) the Child Safety Protection Act, Fair Packaging and Labeling Act, Textile Fiber Products Identification Act, Federal Hazardous Substances Act, Flammable Fabrics Act, Food, Drug and Cosmetic Act, and Consumer Product Safety Act. If applicable, Supplier shall supply a MSDS ("Material Safety Data Sheet") for all chemical substances provided under this Agreement. Further, Supplier represents and warrants that the fees due and payable under this Agreement are sufficient to allow Supplier to comply with all applicable laws or regulations governing the labor, Services or Products to be procured under this Agreement;
- 10.1.5. Supplier will deliver Products and deliverables in accordance with the terms of this Agreement, including without limitation those set forth in Exhibit A and any other Exhibits and any other warranties implied by law.
- 10.1.6. that the Products and use thereof do not infringe on any third party patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary or property rights.
- 10.1.7. that it holds clear and free title to all Products supplied to Hoop under this Agreement.

10.2. Supplier agrees that, without limitation of Hoop's other remedies, if Products fail to comply with the warranties set out in this Agreement, such failure shall constitute a material breach and Hoop may exercise its termination rights under this Agreement. The warranties shall survive and be explicitly extended beyond delivery as to each Product for a period of one year from delivery date of said Product unless a different warranty period is agreed to by the parties in a writing executed by authorized representatives of each party.

10.3. Supplier shall re-perform any work not in compliance with this warranty, provided Supplier is advised in writing of such nonconformance within ninety (90) days after the Products are provided. Spare parts and supplies used by Supplier in providing the Products are also warranted for the same period to be free from defects in materials and workmanship and shall be replaced without cost to Hoop during the warranty period. Supplier shall provide, at its expense, such "tools of the trade" as are reasonably required to render the Services for Hoop hereunder. If goods may be provided hereunder, Supplier further warrants that all such goods are merchantable and fit for the

use and purpose for which they are intended and that they are free from any defects or matter injurious to persons or property.

11. Intellectual Property Rights.

- 11.1. The Products shall be the sole and exclusive property of Hoop free from any claim, lien for balance due or rights of retention thereto on the part of Supplier. Hoop shall own title to the Products and Supplier shall have no right to disclose or use any of the Products for any purpose whatsoever. As used in this Agreement, Products shall include, without limitation, all designs, copyrightable works, ideas, inventions, technology and other creations, and any related work-in-progress, improvements or modifications to the foregoing, that are created, developed or conceived (alone or with others) in connection with Supplier's activities for Hoop (i) during the term of this Agreement, and (ii) if based on Confidential Information of Hoop, after termination of this Agreement. Products shall include, without limitation, all Products and all works identified in an Exhibit to this Agreement, in any Supplier proposal concerning this matter, and all materials delivered to Hoop in connection with this Agreement. The Products shall not include and the assignment obligations in Section B below shall not apply to: (1) any designs, copyrightable works, inventions, technology or other prior creations that were created by Supplier prior to commencement of Supplier's supplier arrangement with Hoop ("Background Technology") that are specifically listed in the relevant Exhibit or work order and any software, materials or other technology which are owned or controlled by a third party ("Third Party Technology") that Supplier may have used to create the Products or that may be embedded in the Products and necessary for Hoop utilization of the Products and which are also listed in the relevant Exhibit or work order. Supplier represents and warrants that it has included in the relevant Exhibit or work order, as applicable, a complete list of all Background Technology and Third Party Technology that will be used in connection with the Products, or that are or shall be incorporate into, or that are necessary or desirable for the use and exploitation of, any Products. Supplier hereby grants to Hoop (or, with respect to third party materials, represents and warrants that it has secured on behalf of Hoop) a perpetual, worldwide, royalty-free, transferable, irrevocable and nonexclusive license to copy, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import and otherwise use (and have other exercise such right on behalf of Hoop) the Background Technology, Third Party Technology or any other confidential or proprietary information or materials of Supplier or any third party (collectively, "Supplier Proprietary Materials") to the extent included or embodied in the Products or the extent necessary in order to make full use or exploitation of such Products.
- 11.2. Supplier hereby irrevocably assigns and agrees to assign to Hoop, without additional consideration, all worldwide right, title and interest in and to all Products whether currently existing or created or developed later, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual property and proprietary rights related thereto, whether existing now or in the future, and agrees that such assignment shall be effective as soon as is possible under any applicable law, statute or regulation. Supplier shall (even after termination of Supplier's work on behalf of Hoop) execute such written instruments and do such other acts as may be necessary in the opinion of Hoop to obtain a patent, register a copyright or otherwise evidence or enforce Hoop's rights in and to the Products (and Supplier hereby irrevocably appoints Hoop and any of its officers as its attorney in fact to undertake such acts in its name).
- 11.3. Supplier also hereby irrevocably transfers and assigns to Hoop, and waives and agrees never to assert, any and all "Moral Rights" (as defined below) Supplier may have in or with respect to any Products or any Supplier Proprietary Materials included or embodied in the Products or necessary for full use or exploitation of the Products, even after termination of Supplier's work on behalf of Hoop. "Moral Rights" means any rights to claim authorship of the Products, to object to or prevent any modification of a Deliverable, to withdraw from circulation or control the publication or distribution of any Deliverable, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such is called or generally referred to as a "moral right".
- 11.4. To the extent that any third-party releases or consents may be required in connection with Supplier's work concerning the Products, Supplier shall so secure and maintain as effective for the duration of this Agreement and for any amount of time thereafter that Hoop may reasonably

anticipate using the deliverable(s) such releases and consents at Supplier's expense. Upon Hoop's request, Supplier shall provide to Hoop copies of such releases and consents.

- 11.5. In addition, Supplier hereby grants to Hoop, its successors and assigns, a royalty-free, worldwide, nonexclusive right and license under any patents owned by Supplier, or with respect to which Supplier has a right to grant such rights and licenses, to the extent required by Hoop to exploit the Products and exercise its full rights in the Products, including (without limitation) the right to make, use and sell products and services based on or incorporating such Products.
- 11.6. In providing Products under this Agreement, Supplier shall avoid designing or developing any items that infringe any patents or other intellectual property rights of any third party. If Supplier becomes aware of any such possible infringement as concerns the Products, Supplier shall immediately notify Hoop in writing.

12. Insurance.

- 12.1. Supplier shall maintain in effect at all times during the rendering of services all the insurance specified below with insurers having an A.M. Best rating of A-X or better and under forms of policy satisfactory to Hoop:
 - 12.1.1. Commercial General Liability Insurance with at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage Limits written on an Occurrence basis. Hoop will be notified immediately if and when 50% of any aggregate limit is eroded.
 - 12.1.2. Owned, Non-Owned and Hired Automobile Liability Insurance with at least \$2,000,000 Combined Single Limit Bodily Injury and Property Damage Limits.
 - 12.1.3. Full statutory coverage for Workers' Compensation and Employers Liability with limits of at least \$1,000,000 and Disability Insurance for all its employees as required by law. These policies will contain waivers of the insurer's subrogation rights against Hoop where permitted by law.
 - 12.1.4. Errors and Omissions or Professional liability coverage with a limit of at least \$2,000,000 per each claim and \$2,000,000 annual aggregate. Supplier agrees to maintain continuous coverage in effect at least three years beyond the termination of services under any contract of agreement through continuous renewal of the same policy or purchase of extended discovery period or retroactive insurance.
 - 12.1.5. Fidelity Coverage, naming The Hoop as obligee or loss payee, insuring loss(es) due to the dishonest acts, including but not limited to Computer Fraud, of Supplier's employees with limits of at least \$500,000.
 - 12.1.6. All Risk Property insurance policy coverage in amounts adequate to cover Hoop property in Supplier's care, custody and control.
- 12.2. Hoop, its officers, directors, employees, representatives, its subsidiary and affiliated companies shall be named as an "Additional Insured" under Commercial General Liability Insurance. The Hoop, its officers, directors, employees, representatives, its subsidiary and affiliated companies or anyone acting on their behalf shall be named as a "Loss Payee" under All Risk Property insurance shown. All policies maintained by Supplier shall be written as primary policies, not contributing with and not supplemental to coverage Hoop may carry. Certificates of insurance evidencing all these coverages and providing Hoop with thirty (30) days written notice of cancellation, intent to non-renew, or adverse material change shall be included in this Agreement as a reference document as Attachment 10.2 ("Certificate of Insurance"). Supplier shall ensure and further warrants that said policies are maintained and current during the term of this Agreement and, if a policy may be near to expiration, then Supplier shall notify Hoop in writing at least ten (10) days prior to the expiration of the term of each said policy.
- 12.3. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Supplier under this Agreement. Receipt of any certificate showing less coverage than requested is not a waiver of Supplier's obligation to fulfill its

requirements. Supplier may utilize reasonable deductibles given its size and financial stability. Supplier will be responsible to pay any loss amount, which lies within its deductible, up to the maximum amount of the deductible.

12.4. Any and all sub-Suppliers or sub-contractors used by Supplier as concerns Supplier's performance under this Agreement must comply with the insurance requirements and limits specified above and confirmation of such requirement is the Suppliers obligation.

13. Indemnification.

Supplier shall defend, indemnify and hold Hoop its corporate affiliates and their respective officers, directors, agents and employees (the "Indemnified Parties") harmless, at Supplier's expense, from any proceeding brought against Indemnified Parties for any violation of legally protected rights of any third parties, including but not limited to, U.S. patents, copyright, trade secret, unfair competition, or any and all other claims arising out of the assignment of or use by Hoop of the Products, and any other information furnished by or created by Supplier in providing Products or performing Services pursuant to this Agreement. Supplier shall have no duty, however, to indemnify Hoop for claims relating to third party intellectual property if Supplier has made Hoop aware of such third party rights, and Hoop has, in a signed and dated writing executed by an authorized representative of Hoop, acknowledged receipt of this information and directed Supplier to continue to use such third party intellectual property in connection with the Products. Supplier's agreement to defend and its obligation to indemnify Hoop extends to all other damages including indirect and punitive awarded in any such proceedings, as well as reasonable attorneys' fees. Hoop will provide reasonable information and assistance to Supplier at Supplier's expense in defense of such claim. In addition, Supplier shall indemnify, defend and hold the Indemnified Parties harmless from any and all losses arising from or in connection with death or bodily injury caused by the tortious conduct of Supplier; loss or damage to tangible property for which Supplier is legally liable or responsible; and Supplier breach of its confidentiality obligations under this Agreement.

14. Limitation of Liability

EXCEPT AS PROVIDED IN THIS AGREEMENT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT LIMIT LIABILITY FOR SUPPLIER'S INDEMNIFICATION OBLIGATIONS.

15. Independent Contractor

In connection with this Agreement, Supplier is an independent contractor and as such will not have any authority to bind or commit Hoop. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

16. Non-Exclusive Relationship

The relationship between the parties pursuant to this Agreement is non-exclusive. Therefore, nothing in this Agreement shall be construed to create an exclusive relationship between Hoop and Supplier or limit Hoop's ability to seek and contract with third parties for products similar to or exactly alike the Products, during and after the duration of this Agreement.

17. No Use of The Children's Place or Hoop Name, Logo or Trademark.

Supplier shall not use The Children's Place's Retail Stores, Inc. corporate name or any The Children's Place's Retail Stores, Inc., The Children's Place Services Company, LLC, Hoop Retail Stores, LLC or Disney Store brand, trademark or logo ("The Children's Place's Intellectual Property") for any purpose, including by way of illustration but not of limitation, advertising, press releases, publicizing, marketing or selling the Products provided hereunder, except in connection with the prosecution or defense of claims, lawsuits or governmental or regulatory audits or investigations, or except as may otherwise be required by law. In that event, Supplier shall provide Hoop with notice of such request in a timely manner sufficient to allow Hoop an opportunity to object prior to such disclosure. Supplier is specifically prohibited from using The Children's Place or Disney Store name, any The Children's Place Intellectual

Property during any discussions with its potential customers or in any press release or marketing materials.

18. Tools and Materials

Supplier shall provide, at its expense, such "tools of the trade" as are reasonably required to deliver Products to Hoop. All such tools of the trade shall be, and shall remain, the sole and exclusive property of Supplier, and Hoop shall have no interest therein or claims thereto.

19. Confidentiality

19.1. No Publicity. Neither party shall disclose any of the terms of this Agreement at any time without the prior written approval of the other party, except for (a) as may be required by law or by any competent authority, or (b) such limited disclosure in confidence as may be reasonably necessary to either party's bankers, investors or potential investors, attorneys and accountants.

19.2. Confidential Information. The parties acknowledge that they have received or may receive confidential information relating to, by way of illustration but not of limitation, the other party's product(s), business and financial information and plans, budgets, sales and marketing plans and information, promotions, supplier lists, customer lists, findings and results of services performed by Supplier for Hoop, manuals, handbooks, software and its source code, computer hardware, trade secrets, business forecasts, techniques, sketches, drawings, specifications and designs ("Confidential Information"). Except as (a) permitted or required in carrying out this Agreement, or (b) required by law or by any competent authority, the receiving party shall not use the Confidential Information or disclose the Confidential Information to any third party, either during the term of this Agreement or thereafter, without the prior written consent of the disclosing party.

19.3. Limitations. Confidential Information shall not include, and the terms of Sections 19.1 and 19.2 shall not apply to, any information which:

- 19.3.1. is or falls into the public domain without fault of the receiving party; or
- 19.3.2. the receiving party can show was in its possession prior to receipt thereof from the disclosing party; or
- 19.3.3. the receiving party receives from a third party with no obligation of confidence to the disclosing party; or
- 19.3.4. the disclosing party discloses to a third party with no obligation of confidence to the disclosing party; or
- 19.3.5. the receiving party independently develops without benefit of any Confidential Information
- 19.3.6. Survival. The obligations set out in this Article 16 shall survive the termination of this Agreement.

20. Limitation of Proceedings; Fees

20.1. Limitation of Proceedings. No claim, action, suit or arbitration of any kind may be commenced against Hoop more than one (1) year after Products were delivered.

20.2. Fees. If Hoop seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, Hoop shall be entitled to recover from Supplier any and all costs and expenses incurred by Hoop, including, but not limited to all attorneys' fees, court costs, and expert fees.

21. Governing Law

Supplier expressly agrees that any and all disputes, claims or litigation arising from or related in any way to this Agreement shall be resolved exclusively by the courts of the State of New Jersey. Supplier waives any objections against and expressly agrees to submit to the personal jurisdiction of the Municipal and/or Superior Courts of the State of New Jersey, County of Hudson, and the U.S. District Court for Hudson county New Jersey. Supplier hereby waives the right to raise any objection or defense

it may have based upon an inconvenient forum. This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Jersey, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Jersey to the rights and duties of the parties. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

22. Notices.

Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the following addresses (or to such other address or person as may be designated by a party by giving written notice to the other party pursuant to this Section):

If to Supplier: Randall D. Weis
President, Founder
RD Weis Companies
200 William Street
Port Chester, NY 10573

If to Hoop: General Counsel, Corporate Legal Department
Hoop Retail Stores, LLC
915 Secaucus Road
Secaucus, NJ 07094
Fax: 201.558.2840

23. Force Majeure.

A delay by either party in the performance of its obligations under the Agreement shall not be deemed a default of the Agreement to the extent that such delay is attributable to a Force Majeure Event and could not have prevented by the non-performing party by means of the exercise of reasonable precautions or can not reasonably be circumvented by the non-performing party including through the use of alternate sources or work-around plans. If a Force Majeure Event prevents, hinders or delays for more than thirty (30) consecutive days delivery of the Products that Hoop reasonably believes to be necessary for the performance of critical functions, Hoop may procure such Products from an alternate source of at reasonable charges and Supplier shall promptly reimburse Hoop for such charges. If such delay continues for more than thirty (30) consecutive days, Hoop may terminate the affected part of the Agreement or the entire Agreement, Hoop's discretion, without owing any fees to the Supplier. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder, or rebellion, a fire, flood, earthquake, or similar act of God or a strike, lockout or similar labor dispute that is beyond the reasonable control of the affected party.

24. Assignment

Neither party shall assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary set forth in this Agreement, Hoop may assign the Agreement (without obtaining Supplier's prior written consent) to any of its respective current or future worldwide divisions, subsidiaries and/or affiliated companies.

25. Severability

Any invalidity, in whole or in part of any provision of this Agreement shall not affect the validity of any other of its provisions.

26. Headings

The headings of Sections of this Agreement are for convenience of reference only and shall not in any way affect the interpretation of the Agreement or otherwise be given any legal effect. In the event of any purported conflict between the heading and the content of a Section, the latter shall control.

27. Waivers.

No waiver by either party, whether express or implied, of any provision of this Agreement shall constitute a continuing waiver of such provision or waiver of any other provision of this Agreement. Further, no waiver by either party, whether express or implied, of any breach or default by the other party shall constitute a waiver of any other breach or default of the same or any other provision of this Agreement.

28. Complete Agreement.

This Agreement and all Exhibits, and any subsequent modifications or amendments executed by authorized representatives of each party set forth the entire understanding between the parties hereto and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The parties acknowledge that they are entering into this Agreement solely on the basis of the agreements and representations contained herein, and for each party's respective purposes and not for the benefit of any third party. This Agreement may not be modified or amended except by the mutual written agreement of the parties signed by respective duly authorized representatives of each party. These terms and conditions shall be binding on the Supplier and its subsidiary and affiliated companies. Acceptance is expressly limited to the terms herein (regardless of whether or when Supplier may have submitted or may submit its own terms or other documentation) and any additional terms or modifications submitted by Supplier shall be void unless specifically agreed to beforehand and in writing Hoop. In the event of a conflict between this Agreement and the terms set forth in a Supplier invoice, the terms of this Agreement shall prevail.

We, the undersigned, acting as authorized representatives of Hoop and Supplier, respectively, hereby acknowledge and accept the terms and conditions detailed above as of the date last signed below. We have read and understand this agreement and consulted with respective legal counsels concerning its terms.

RD WEIS COMPANIES**HOOP RETAIL STORES, LLC**

By: *Randa H. Weis*

By: _____

Name: *Randa H. Weis*
(Print or Type)

Name: _____
(Print or Type)

Title: *President*

Title: _____

Company Name: *R.D. Weis & Co. Inc*

Date: _____

Date: *11-15-07*

EXHIBIT A**Products & Services Price Schedule & Specific Business Terms****1. Products Price Schedule**

- 1.1. RD Weis Companies will be responsible for providing Hoop with Pixie Dust (Strike Off # CC280812-07) listed below during the term of this agreement. RD Weis Companies will provide a non-exclusive Warehousing and Distribution Service to Hoop. RD Weis Companies will provide necessary resources and expertise to support store construction schedule throughout all agreed Hoop Retail (Disney) Store locations.

Flooring	DSY Part #	Unit Cost per sq yd
Pink & Green Refresh Disney Carpet w/ Attached Cushion	Milliken Floor Covering Pixie Dust Strike Off # CC280812-07	\$ 26.06

Pricing reflects FOB Suppliers Warehouse

- 1.2. Supplier agrees to sell to Hoop all quantities of Product that Hoop shall order from Supplier from time to time; provided, however, that Hoop shall be under no obligation to purchase any Product from Supplier during the Term and any and all such purchases shall be made by Hoop Relationship Manager acting in its sole and absolute discretion. Any quantity estimates or purchase forecasts provided to Supplier by Hoop Relationship Manager are for planning purposes only and do not constitute an order for Products. Supplier bears sole responsibility for managing Supplier's inventory of Products and Hoop Relationship Manager shall have no liability with respect thereto (whether on termination of this agreement or otherwise).
- 1.3. Except for delays caused by Hoop, TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY UNDER EACH PURCHASE ISSUE HEREUNDER. See projected store list in **Exhibit B** and estimated required delivery date. This projections and required delivery dates are subject to change. Products shall not, without Hoop consent, be shipped to any Site ahead of schedule.
- 1.4. Supplier shall perform to requirements and due dates as specified in this contract and on purchase orders issued by Hoop Retail Stores, LLC. Failure to meet any of the required dates is detrimental to our business and shall penalized by 25% of the total purchase order value
- 1.5. Supplier shall supply each Product at the prices specified above. All prices provided shall be in U.S. dollars. Payment shall be made in U.S. dollars unless otherwise mutually agreed upon by Hoop and Supplier. Subject to the terms and conditions of this Agreement, Supplier's price for each Product shall remain fixed for the Term. No extra charges of any kind shall be allowed unless specifically provided herein or agreed to in writing by Hoop.

2. Warranties & Returns

RD Weis Companies represents, agrees and warrants that:

- 2.1. all Products shall be free of any claim of any nature by any third person and that Supplier shall convey clear title to Products to Hoop.
- 2.2. all Products supplied to Hoop under this Agreement shall be of merchantable quality free from all defects in design, workmanship, materials or matter injurious to persons or real property, and shall be fit for the particular purposes for which they are purchased and in compliance with all applicable laws, rules and regulations.
- 2.3. all Products supplied to Hoop under this Agreement shall be free from manufacturing defects within 15 year from the original date of purchase and the product will not wear more than 10 percent by abrasion within 10 years of installation.
- 2.4. Supplier will not disclose nor has disclosed to any third party, nor has used nor will use for its own benefit, any Hoop trade secrets or information which may reasonably be believed to be confidential to Hoop (e.g., designs);
- 2.5. all Products and deliverables meet all applicable industry and regulatory requirements as well as all Hoop requirements and the Products' and deliverables' quality standards conform with all written proposals and descriptions as well as any drawings, specifications, samples, models or the like that Supplier may have provided to Hoop concerning this matter (including without limitation descriptions or demonstrations of the Product provided by Supplier to Hoop prior to the execution of this Agreement);
- 2.6. supplier has and shall comply with all local, foreign, domestic and other laws, rules, regulations and requirements, including but not limited to: (a) the Immigration Reform & Control Act ("IRCA"), wage and hour, child labor, OSHA, and all other labor laws; (b) price discrimination laws; (c) laws relating to standards for weights, measures, sizes, quantities and ingredients; (d) trademark, trade dress, copyright, patent, unfair competition and all other intellectual property laws; (e) environmental laws, regulations and rulings including the California Safe Drinking Water and Toxic Enforcement Act (Proposition 65); (f) the Child Safety Protection Act, Fair Packaging and Labeling Act, Textile Fiber Products Identification Act, Federal Hazardous Substances Act, Flammable Fabrics Act, Food, Drug and Cosmetic Act, and Consumer Product Safety Act. If applicable, Supplier shall supply a MSDS ("Material Safety Data Sheet") for all chemical substances provided under this Agreement. Further, Supplier represents and warrants that the fees due and payable under this Agreement are sufficient to allow Supplier to comply with all applicable laws or regulations governing the labor, Services or Products to be procured under this Agreement.;
- 2.7. a Product that fails shall be considered Supplier's responsibility until adequate evidence to the contrary is accepted by Hoop.
- 2.8. Should a third party warranty or liability claim be raised, it shall be Supplier's, not Hoop, obligation to prove that the Products were free of defects. Upon notice from Hoop that a Product failed within the warranty timeframe, in addition to any rights or remedies Hoop may have under this Agreement, or law, Supplier shall at the option of Hoop either (i) replace or repair the defective Products (with respect to repair, during which time the warranty period shall toll) or (ii) reimburse Hoop for all direct or indirect costs (including but not limited to the purchase price and freight charges) incurred by Hoop as result of such failure. Warranty failures that shall be returned to Supplier shall be at Supplier's expense, including but not limited to all freight charges. Any Products that replace defective Products pursuant to this Section 2 (Warranties & Returns) shall be subject to a warranty as herein provided.
- 2.9. supplier will deliver Products and deliverables in accordance with the terms of this Agreement, including without limitation those set forth in Exhibit A and any other Exhibits and any other warranties implied by law.

2.10. that the Products and use thereof do not infringe on any third party patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary or property rights.

2.11. that it holds clear and free title to all Products supplied to Hoop under this Agreement.

3. Purchase Order Requirements

- 3.1. Supplier acknowledges that no services will be rendered or product produced and/or delivered in the absence of an approved Hoop Purchase Order. Hoop reserves the right to withhold payment of invoices that do not correspond to an approved Hoop Purchase Order.
- 3.2. This Agreement shall apply to any Purchase Order whether or not the terms and conditions of this Agreement are expressly referenced therein. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Hoop or any Hoop Entity to Supplier, the provisions of this Agreement shall govern. No terms or conditions not set forth in this Agreement or a Purchase Order, including, without limitation, Supplier's standard printed terms and conditions, on Supplier's order acknowledgment or otherwise, shall have any application to this Agreement, any Purchase Order, or any transactions occurring pursuant thereto, unless this Agreement shall be specifically amended in writing by the parties. Supplier shall have the right to reject any Purchase Order containing additional provisions or conditions not acceptable to The Children's Place. Supplier's acceptance of a Purchase Order shall constitute Supplier's agreement with all such additional provisions and conditions therein.
- 3.3. In addition to its other rights under this Agreement, Hoop reserves the right to cancel all or any part, of any Purchase Order for Hoop convenience by written notice to Supplier. Upon such termination for convenience, Hoop shall not incur any further cost or liability to Hoop except for Products delivered previously pursuant to the terms of this Agreement.

4. Specifications, Standards & Descriptions

- 4.1. Specifications. Supplier shall manufacture, and deliver the Products in strict conformance with the specifications, samples, data sheets or other descriptions including the performance specifications (collectively, the "Specifications") approved or adopted by Hoop. Any change to a Product's Specification shall become effective only upon Hoop prior approval. Supplier shall maintain all required regulatory listings simultaneously with the commencement of this Agreement. Supplier shall maintain component specifications and reliability requirements on all components used in Hoop current Products, regardless of manufacturing location, and any component substitution shall be approved in writing in advance by Hoop Relationship Manager.
- 4.2. Inspection of Products. Hoop shall have the right prior to acceptance to inspect and test Products or request Supplier to inspect and test to determine conformance with the warranties set forth herein. If conducted by Hoop inspection and testing shall be done within a reasonable time after delivery.
- 4.3. Evaluation of Products. Supplier shall, at the request of Hoop, provide Hoop an opportunity to evaluate Products offered by Supplier from time to time. Hoop shall be entitled to evaluate (and use in connection with such evaluation) any such Products for a period of up to ninety (90) days at any Site designated by Hoop. Supplier shall provide Hoop with such Products for evaluation and use at no cost for such Products.
- 4.4. Nonconforming Products. The inspection and test by Hoop or Supplier shall not relieve Supplier from its obligations with respect to nonconforming Products or as otherwise provided in this Agreement. If any Product in Hoop sole discretion is found to be nonconforming, Hoop may at its option, shall in addition to any rights it may by law or contained in this Agreement require Supplier (i) to provide Hoop with a complete fund or credit of the price of such nonconforming Product or (ii) replace such nonconforming Product at no cost to Hoop. In addition, Supplier shall assume title and risk of loss of all nonconforming Product and shall promptly reimburse Hoop for all costs incurred by Hoop as a result of such rejection of nonconforming Products. Payment for the

Products delivered shall not constitute acceptance of the Products and shall not relieve Supplier of its warranty or other obligations hereunder.

5. Packing & Marking

- 5.1. The Products shall be delivered to Hoop (Disney Store) Locations assembled, completed, and/or ready for use on the scheduled delivery date. If so requested by Hoop, Supplier shall package Products in accordance with instructions from Hoop as provided in the applicable Purchase Order. Otherwise Supplier shall ship Products in a manner consistent with general industry practice for shipping of this kind of equipment.

6. Handling Conditions for Dangerous Goods:

- 6.1. Supplier is responsible to inform in writing if any of their products is considered as dangerous material or with special handling requirement "Hazardous Material". Supplier will be responsible to include technical declarations (Material Safety Data Sheet) of each product in specific. Supplier will be responsible that the packaging, identification, numbers, declaration, etc., all comply with the CFR ("Code of Federal Regulations") requirements and any other requirements under the federal laws, state laws or local laws of the "United States of America" "Canada" or "Puerto Rico". The Children's Place reserves the right to collect from Supplier all costs that are caused due to the transportation of dangerous materials that are packed incorrectly; that would include removal or elimination if needed in the case that the shipper refuses to accept a new article.

7. Delivery & Acceptance

- 7.1. Products shall be shipped FOB Suppliers warehouse (INCOTERMS 2000) designated in the applicable Purchase Order, unless otherwise specified, in writing, by Hoop.
- 7.2. Product and Materials will be accepted at destination by GC (General Contractor) or other trade contracted by Hoop, for items supplied by Hoop. A packaging list and Bill of Lading will be utilized to receive products and materials. The packing list should include Quantity and Unit of Measurement. The GC (General Contractor) or other trade contracted by Hoop will be responsible for checking in and safeguarding any product and materials supplied by Hoop, and identifying damages. Any concealed damage is the responsibility of the supplier to replace at no cost to Hoop. Hoop will take ownership upon Acceptance by GC (General Contractor) or other trade contracted by Hoop.
- 7.3. Products shall not, without Hoop consent, be shipped to any Site ahead of schedule. If any Products are shipped ahead of schedule, such Products may be returned at Supplier's expense.
- 7.4. Except for delays caused by Hoop, TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY UNDER EACH PURCHASE ISSUE HEREUNDER. If for any reason Supplier anticipates difficulty in complying with a required delivery date or meeting any other requirements in a Purchase Order Supplier shall immediately notify Hoop. If Supplier does not comply with Hoop delivery schedule, in addition to such other rights and remedies it may have, Hoop may, in its sole discretion, (i) require delivery by the fastest way to meet the delivery schedule, (ii) submit a revised delivery schedule or (iii) terminate the Purchase Order and/or this Agreement immediately without liability to Supplier other than liability that survives termination of this Agreement. Supplier shall be liable to Hoop for all costs incurred by Hoop as a result of such delay or termination. In the event Hoop requires by the fastest way to meet the delivery schedule or submits a revised delivery schedule, or if Hoop otherwise directs, Supplier to ship by a method other than that indicated on the Purchase Order, Supplier shall prepay any additional transportation charges incurred as a result thereof.
- 7.5. It is the responsibility of the Product or material supplier and the Transportation Provider to file any freight claims.

8. Payment Terms

Hoop will pay Supplier for the work in accordance with the following payment schedule.

- 8.1. Supplier will provide an invoice that matches the purchase order for each individual order. After acceptance by GC (General Contractor) or other trade contracted by Hoop, the terms of payment are 2% discount for invoices paid within fifteen (15) days, or otherwise net forty-five (45) days from receipt of invoice. Invoices should NOT be sent prior to product inspection and acceptance by Hoop or a representative on behalf of Hoop.
- 8.2. Payment shall not constitute acceptance of Products and shall be subject to adjustment for shortages, defects, non-conformance and other failures of Supplier to meet any terms or conditions of this Agreement.
- 8.3. **Exhibit C:** Non-Merchandise Purchase Order Sample

9. Other Business Terms

- 9.1. **Changes.** If the parties agree to a change and such change includes a fee adjustment, only those changes signed by an authorized representative of Hoop shall be valid. Specifically, if Supplier incurs costs based on a change that has not been signed by an authorized representative of Hoop, Hoop will not be responsible for any such costs so incurred.

We, the undersigned, acting as authorized representatives of Hoop and RD Weis Companies, respectively, hereby acknowledge and accept the terms and conditions detailed above as of the date last signed below. We have read and understand this agreement and consulted with respective legal counsels concerning its terms.

RD WEIS COMPANIES

HOOP RETAIL STORES, LLC

By: *Randall D. Weis*

By: _____

Name: Randall D. Weis
(Print or Type)

Name: _____
(Print or Type)

Title: President

Title: _____

Company Name: R.D. Weis & Co. Inc

Date: _____

Date: 11-18-07

EXHIBIT B

Hoop Retail Store Schedule and Delivery Dates as of Wednesday, November 07, 2007

#	Store Number	Name	Address	City	State	Zip	Gross Sq Ft	Inventory Sq Ft	Display Sq Ft	Open Date	Close Date
1	6637	Hilltop Mall	2236 Hilltop Mall Rd.	Richmond	CA	94806	5000		553	14-Jan-2008	21-Jan-2008
2	6441	Gwynnett Place	2109 Pleasant Hill Road	Evolution	GA	30096	4238		451	14-Jan-2008	21-Jan-2008
3	6429	Oxmoor Center	7900 Shelbyville Road	Louisville	KY	40222	3952		421	14-Jan-2008	21-Jan-2008
4	6482	Great Lakes Mall	7860 Mentor Avenue	Mentor	OH	44060	4020		428	24-Jan-2008	31-Jan-2008
5	6426	Willow Grove Park	2500 Moreland Road, Space #1029	Willow Grove	PA	19090	3830		408	24-Jan-2008	31-Jan-2008
6	6472	Mail Del Mont	5300 San Danu, Suite 106B	Laredo	TX	78041	3280		349	24-Jan-2008	31-Jan-2008
7	6559	Westmoreland Mall	Westmoreland Mall, Rte. 3J East	Greensburg	PA	15601	4484		478	24-Jan-2008	31-Jan-2008
8	6575	The Esplanade	1401 West Esplanade Ave.	Denver	LA	70065	4461		475	24-Jan-2008	31-Jan-2008
9	6549	Regency Square Mall	9501 Arlington Expressway, Ste 155	Jacksonville	FL	32225	4548			24-Jan-2008	31-Jan-2008
10	6432	Vintage Faire Mall	3401 Dale Road, Suite 172	Modesto	CA	95356	2969			24-Jan-2008	31-Jan-2008
11	6507	Genesee Valley Center	3233 Linden Road	Flint	MI	48607	3750			14-Jan-2008	21-Jan-2008
12	6566	Aurora Mall	14200 East Alameda Ave.	Aurora	CO	80012	4101			14-Jan-2008	21-Jan-2008
13	6531	Northpark Mall	320 West Kimberly Road	Clayton	IA	52806	3881			24-Jan-2008	31-Jan-2008
14	6374	Hanes Mall	3320 Siles Creek Parkway, Suite #4424	Winston-Salem	NC	27103	3555			24-Jan-2008	31-Jan-2008
15	6444	Quaker Bridge Mall	115 Quaker Bridge Mall	Lawrenceville	GA	08648	3939			24-Jan-2008	31-Jan-2008
16	6500	Montgomery Mall	293 Montgomery Mall	North Wales	PA	19454	3600			24-Jan-2008	31-Jan-2008
17	6309	Riverchase Galleria	2000 Galleria Mall, Ste 30, Hwy 31 South	Birmingham	AL	35244	3451			24-Jan-2008	31-Jan-2008
18	6436	Oxford Valley Mall	2309 East Lincoln Hwy.	Langhorne	PA	19047	3777			24-Jan-2008	31-Jan-2008
19	6465	The Parks at Arlington	3811 South Cooper, Suite 1102	Arlington	TX	76015	3246			24-Jan-2008	31-Jan-2008
20	6481	Wyoming Valley Mall	204 Wyoming Valley Mall	Wilkes-Barre	PA	18702	3600			24-Jan-2008	31-Jan-2008
21	6511	The Mall at Steamtown	206 The Mall @ Steamtown	Scranton	PA	18603	3849			24-Jan-2008	31-Jan-2008
22	6563	Harrisburg Mall	Route 83 & Paxton Street	Harrisburg	PA	17111	4108			24-Jan-2008	31-Jan-2008
23	6603	Capital City Mall	3571 Capital Mall Drive	Clamp Hill	PA	17011	5237			24-Jan-2008	31-Jan-2008
24	6514	Mall at Fairfield Commons	2727 North Fairfield Rd., Space #161	Dayton	OH	45431	3384			24-Jan-2008	31-Jan-2008
25	6519	Golf Mill Shopping Center	267 Golf Mill Center	Niles	IL	60714	6007			24-Jan-2008	31-Jan-2008
26	6530	Yorktown Shopping Center	159 Yorktown Center	Lombard	IL	60148	6432			24-Jan-2008	31-Jan-2008
27	6509	Stratford Square	212 Stratford Square	Bloomington	IL	60108	3752			24-Jan-2008	31-Jan-2008
28	6360	Walden Galleria	2000 Walden Ave., Space D-110	Buffalo	NY	14225	3992			24-Jan-2008	31-Jan-2008
29	6473	Park City Center	743 Park City Center	Lancaster	PA	17601	4900			24-Jan-2008	31-Jan-2008
31	6651	Toronto Eaton Centre	215 Yonge Street, PO Box 3032	Toronto, Ontario	ON	M5B 2H6	5400			24-Jan-2008	31-Jan-2008

#	Store Number	Name	Address	City	State	Zip	Gross Sq Ft	Estimated Sales	Estimated Sales	Estimated Sales	Estimated Sales
1	6387	Carousel Center	9679 Carousel Center	Syracuse	NY	13290	4066			19-Dec-2007	14-Jan-2008
2	6547	Jefferson Valley Mall	650 Lee Boulevard	Yorktown Heights	NY	10598	4159			26-Dec-2007	14-Jan-2008
3	6574	Meriden Square	470 Lewis Avenue	Meriden	CT	06451	4000			19-Dec-2007	14-Jan-2008
4	6469	Holyoke Mall at Ingleside	50 Holyoke Street	Holyoke	MA	01040	3914			19-Dec-2007	21-Jan-2008
5	6474	Galleria at Crystal Run	1 N Galleria Drive, Suite 29	Middletown	NY	10941	3618			19-Dec-2007	28-Jan-2008
6	6557	Spring Hill Mall	1236 Spring Hill Mall	West Dundee	IL	60118	4079			19-Dec-2007	28-Jan-2008
7	6488	Cortisprings Galleria	1800 Galleria Blvd., Suite 1520	Franklin	TN	37067	3452			19-Dec-2007	4-Feb-2008
8	6558	Hamilton Mall	150 West Black Horse Pike	Mays Landing	NJ	08330	3723			19-Dec-2007	4-Feb-2008
9	6573	Square One - Saugus	1277 Broadway	Saugus	MA	01906	5308			14-Jan-2008	13-Feb-2008
10	6595	Boulevard Mall	1223 Niagara Falls Blvd.	Amherst	NY	14226	4790			14-Jan-2008	13-Feb-2008
11	6615	Broadway Mall	480 Broadway Mall	Hicksville	NY	11801	5603			14-Jan-2008	13-Feb-2008
12	6552	Fresno Fashion Fair	887 Shaw Avenue	Fresno	CA	93710	4200			14-Jan-2008	25-Feb-2008
13	6556	Laguna Hills Mall	24155 Laguna Hills Mall	Laguna Hills	CA	92653	5400			14-Jan-2008	25-Feb-2008
14	6568	Valencia Town Center	24201 W. Valencia Blvd., Ste. #2105	Valencia	CA	91355	4359			14-Jan-2008	25-Feb-2008
15	6422	Coronado Center	6800 Menaul Blvd. NE, Space B-10	Albuquerque	NM	87110	3657			14-Jan-2008	25-Feb-2008

Hoop will send updated New Store schedule to RD Weis Companies on updated basis

EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
)	
HOOP HOLDINGS, LLC,	)	Case No. 08-10544 (BLS)
a Delaware limited liability company, <u>et al.</u> , ¹	)	Jointly Administered
)	
Debtors.	)	Re: Docket No. 91

ORDER PURSUANT TO SECTIONS 105, 363, 365 AND 554 OF THE BANKRUPTCY CODE AND RULES 2002, 6004, 6006, 6007, 9006, AND 9019 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, (I) AUTHORIZING AND APPROVING DEBTORS' ENTRY INTO (A) THE ASSET PURCHASE AGREEMENT AND (B) THE DESIGNATION RIGHTS AGREEMENT, AND (II) IN CONNECTION THEREWITH, AUTHORIZING DEBTORS TO (A) SELL CERTAIN ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (B) ASSUME AND ASSIGN CERTAIN LEASES AND EXECUTORY CONTRACTS, (C) ESTABLISH PROCEDURES FOR SUBSEQUENT ASSUMPTION AND ASSIGNMENT OR REJECTION OF UNEXPIRED LEASES AND EXECUTORY CONTRACTS, (D) SETTLE CERTAIN CLAIMS, AND (E) ABANDON PROPERTY OF NO NET VALUE TO DEBTORS' ESTATE

Upon consideration of the motion [Dkt. No. 91] (the "Motion")² of the above-captioned debtors and debtors-in-possession (the "Debtors"), for an order, pursuant to sections 105, 363, 365 and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 6007, 9006, and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 6004-1 of the Local Bankruptcy Rules for the District of Delaware (the "Local Rules") (I) authorizing and approving Debtors' entry into (a) that certain Asset Purchase Agreement, dated April 3, 2008 (the "Asset Purchase Agreement"),

¹ The Debtors are the following three entities: Hoop Holdings, LLC, a Delaware limited liability company; Hoop Retail Stores, LLC, a Delaware limited liability company; and Hoop Canada Holdings, Inc., a Delaware corporation. An additional affiliate of the Debtors, Hoop Canada, Inc., a New Brunswick corporation, applied in Canada for protection from its creditors on March 27, 2008, pursuant to the Canadian Companies' Creditors Arrangement Act (the "Canadian Proceeding"). The Canadian Proceeding is being administered in Canada concurrently herewith.

² Unless otherwise indicated, all capitalized terms not expressly defined herein shall have their meanings set forth in the Motion, the Asset Purchase Agreement, and/or the Designation Rights Agreement. The terms "includes" and "including" shall have the meaning ascribed to them in Section 102(3) of the Bankruptcy Code and shall be subject to the construction ascribed to them in such Section.

by and among T2 Acquisition, LLC, a Delaware Limited Liability Company ("USA Buyer"), T1 WDC, Inc., a corporation incorporated under the laws of the Province of Nova Scotia, Canada ("Canadian Buyer" and, together with USA Buyer, the "Buyer"), The Children's Place Services Company, LLC, a Delaware limited liability company, Hoop Retail Stores, LLC ("Hoop Retail" or "USA Seller"), and Hoop Canada, Inc., a New Brunswick corporation (the "Canadian Seller" and together with the USA Seller, the "Seller"), and (b) that certain Designation Rights Agreement, dated April 15, 2008 (the "Designation Rights Agreement"), by and between Debtor Hoop Retail and USA Buyer, and (II) in connection therewith, authorizing Debtors' (a) sale to USA Buyer of certain assets free and clear of liens, claims, interests, and encumbrances, including any claims for successor liability, (b) assumption by Debtor Hoop Retail and assignment to USA Buyer (or USA Buyer's designee) of certain unexpired leases and executory contracts, (c) establishment of procedures for subsequent assumption by Debtor Hoop Retail and assignment to USA Buyer (or USA Buyer's designee) of unexpired leases and executory contracts, or rejection of such leases and contracts, (d) the settlement of certain claims between the Debtors and affiliates of the Buyer and (e) abandonment of property of no net value to Debtors' estate, all as more fully described in the Motion; and the Court having considered the Declaration of Perry Mandarino in Support of First Day Motions [Dkt. No. 3] (the "Mandarino Declaration"); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and a hearing to consider the Motion and the transactions contemplated therein (the "Hearing") having been conducted on April 22, 2008; and due and proper notice of the Motion and the Hearing having been provided to all parties entitled thereto; and the Court having determined that the relief sought in the Motion and the transactions contemplated in the Asset Purchase Agreement and the Designation Rights Agreement (together,

the "Agreements") represents the sound exercise of Debtors' business judgment and are in the best interests of the Debtors, their estate, and all parties-in-interest; and upon the Motion and all of the proceedings had before the Court; and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:

General Findings

A. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

C. Notwithstanding Bankruptcy Rule 6004(h), the Court finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

D. Debtors have satisfied the disclosure requirements for sale motions as set forth in Local Bankruptcy Rule 6004-1.

E. Based on the representations of counsel at the Sale Hearing, and as evidenced by the Affidavits and Supplemental Affidavits of Mailing filed with the Court [Dkt. Nos. 210, 211, 212, 213, 216, 234, 244, 246 and 264] (the "Affidavits of Mailing") and the Affidavits of Publication filed with the Court [Dkt. Nos. 292, 293 and 294] (the "Affidavits of Publication"), (i) proper, timely, adequate, and sufficient notice of the Motion, the Agreements, the transactions contemplated therein, and the Hearing has been provided in accordance with sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a), 6004, 6006, 6007, 9006, and 9019; (ii) such notice was good and sufficient; (iii) such notice was in accordance with the *Order (A) Scheduling a Hearing to Consider the Proposed Sale and*

Approving the Form and Manner of Notice Thereof, (B) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts, and (C) Granting Certain Related Relief [Dkt. No. 72] (the “Scheduling Order”); and (iv) no other or further notice of the Motion or the Hearing is required.

F. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities. Specifically, the Motion was served contemporaneously with its filing on the following entities (the “Sale Motion Parties”): (i) the Office of the United States Trustee for the District of Delaware; (ii) Committee; (iii) counsel to Wells Fargo; (iv) Counsel to Buyer; (v) counsel to TCP; (vi) all known secured creditors of the Debtors; (vii) all known non-Seller parties to the Acquired Agreements, Acquired Car Leases, Acquired Leases, and Remaining Leases, under the Asset Purchase Agreement; (viii) all State Taxing Authorities in States in which the Debtors do business; (ix) all State Attorney General’s offices in States in which the Debtors do business; (x) the IRS; and (xi) all parties that have requested notice in these Chapter 11 Cases. See Affidavits of Mailing. The Sale Hearing Notice as well as the Scheduling Order were served upon the following entities: (i) the Sale Motion Parties; (ii) all additional known non-Seller parties to any leases or contracts to which the Debtors are a party that are not included within the Acquired Agreements, Acquired Car Leases, Acquired Leases, and Remaining Leases; (iii) all known creditors of the Debtors; (iv) all known applicable federal, state and local tax authorities with jurisdiction over the Seller and/or the assets to be acquired by the Buyer; (v) all known federal, state and local environmental authorities in jurisdictions in which Seller operates and/or in which the assets to be acquired by the Buyer are located; and (vi) any known party which has expressed a bona fide interest in writing to the Seller regarding any purchase of the assets to be acquired by

the Buyer. *Id.* Additionally, the Sale Hearing Notice was published in (i) the National Edition of *The Wall Street Journal*, (ii) *The (Toronto) Globe and Mail* and (iii) the *Canadian National Post*, more than 10 days prior to the Sale Hearing. See Affidavits of Publication.

G. The USA Buyer constitutes a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby.

H. Neither the USA Buyer nor Debtors have engaged in any conduct that would cause or permit the Agreements or the transactions contemplated therein, to be avoided (or the validity of any sale or transfer affected) pursuant to section 363(n), or any other provisions, of the Bankruptcy Code.

I. The relief sought in the Motion is in the best interests of the Debtors, their estate, and all parties-in-interest.

J. Debtors have demonstrated (i) good, sufficient, and sound business purpose and justification for the transactions contemplated in the Agreements, including the necessity for conducting a private sale of the Acquired Assets and the Designation Rights without a formal auction process and (ii) compelling circumstances for the sale pursuant to Bankruptcy Code section 363(b).

K. The value of the Acquired Assets, Retained Assets, Leases, Remaining Leases, Designation Rights, and Debtors' estate would be manifestly harmed by any delay in any sale, assumption, assignment, or other transactions contemplated in the Agreements.

L. Time is of the essence in consummation the transactions contemplated by the Agreements.

M. The USA Buyer is not an "insider" of the Debtors as that term is defined in section 101 of the Bankruptcy Code, the USA Buyer constitutes a third-party purchaser

unrelated to the Debtors, no common identity of owners, incorporators, stockholders, or directors exists between the USA Buyer and the Debtors, and the USA Buyer is not holding itself out to be a continuation of the Debtors.

N. The Agreements were not entered into for the purpose of hindering, delaying, or defrauding Debtors' creditors, and the parties are not entering into the transactions contemplated by the Agreements fraudulently.

O. Based on the testimony in the Mandarinino Declaration, as well as the evidence proffered or adduced at the Sale Hearing, (i) Buyer has submitted the highest and best possible offer for the Acquired Assets and the Designation Rights because (a) there are substantial impediments to the Debtors' ability to assume and assign the License Agreement and therefore the Buyer may be the only potential purchaser that can buy the Acquired Assets on a "going concern" basis, and (b) a "going concern" sale pursuant to which USA Buyer assumes approximately two-thirds of the Leases, hires approximately two-thirds of the Employees, and assumes the Acquired Contracts, and releases breach of contract claims under the License Agreement of an estimated \$50 million or more is necessarily a higher and better offer than any liquidation sale; (ii) the consideration provided for in the Agreements provides fair and reasonable consideration for such assets under all the circumstances; (iii) consummation of the transactions contemplated in the Agreements will provide a greater recovery for Debtors' creditors than would be provided by any other practical alternative; (iv) because the License agreement prohibits the sale of the Disney Merchandise in a manner inconsistent with the License Agreement, any proposed sale of the Inventory and FFE to a third-party liquidator over Disney's objection is likely to result in protracted litigation, leading to the rejection of the leases, and mounting landlord claims and litigation costs, and thus no other party has offered to

purchase the Acquired Assets and Designation Rights for greater economic value to the Debtors or their estate; (v) Debtors, after consulting with their counsel and financial advisors, do not believe any other party will, within the foreseeable future, make an offer for the Acquired Assets and the Designation Rights for greater economic value to Debtors than the offer of the USA Buyer currently under consideration; and (vi) the consideration to be paid to Debtors, coupled with the USA Buyer's assumption of the USA Assumed Liabilities in accordance with the Asset Purchase Agreement, and USA Buyer's agreement to be responsible for the Carrying Costs in accordance with the Designation Rights Agreement, and their release of substantial monetary defaults and related claims asserted or to be asserted against the Debtors, constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia

P. The compromise, settlement, and releases outlined in the Motion and embodied in the Agreements are necessary and appropriate, and the exchange of such releases constitutes an exercise of Debtors' sound business judgment. In the absence of such compromise, settlement, and releases, the transactions contemplated in the Agreements could not be accomplished on terms as favorable to Debtors.

Q. For purposes of Section 363(b)(1) of the Bankruptcy Code, the Debtors have, in connection with offering a product or service, previously disclosed to one or more individuals a policy prohibiting the transfer of "personally identifiable information" (as defined in 11 U.S.C. § 101(41A)) about individuals to persons that are not affiliated with the Debtors. The sale is consistent with that policy because under the privacy policy and License Agreement, Disney is already entitled to joint ownership of any customer data collected by the

Debtors. As the proposed sale is to a subsidiary of Disney, the sale is necessarily consistent with the Privacy Policy.

Findings Related to the License Agreement

R. Debtors' authority to operate the Stores using the "Disney Store" name and trademarks owned by DEI and its Affiliates, and to sell the Disney Merchandise that is subject to copyrights and trademarks owned by DEI and its Affiliates, derives solely from the License Agreement, a nonexclusive copyright and trademark license.

S. DEI alleges that the License Agreement is nonassignable as a matter of federal copyright and trademark law, and therefore nonassumable by Seller pursuant to Section 365(c)(1) of the Bankruptcy Code.

Findings Related to the Asset Purchase Agreement

T. The USA Buyer and Debtors negotiated and entered into the Asset Purchase Agreement without collusion and in good faith.

U. Approval of the Asset Purchase Agreement and the consummation of the sale to the USA Buyer at this time are in the best interests of Debtors, their estate, creditors, and other parties-in-interest in these chapter 11 cases.

V. It is in the best interests of the Debtors' estate, necessary and appropriate, and the intent of this Court for the USA Acquired Stores, the USA Acquired Assets, the Designation Rights, and the Remaining Leases (to the extent assumed and assigned) to be transferred to USA Buyer and its designees free of all successor liability, if any, and free of all liability for any of the Debtors' employee obligations. The USA Buyer is not liable for any of Debtors' Retained Liabilities or claims, liabilities (other than the Assumed Liabilities as described in the Asset Purchase Agreement) or causes of action as a successor to Debtors' assets or otherwise under the Asset Purchase Agreement, provided that, as to any Acquired Leases,

Buyer shall be responsible for any year-end adjustments that come due under the terms of such Lease in the ordinary course of business after the date upon which such Lease was assumed and assigned to Buyer, regardless of the date upon which adjustments accrued (the "Year-End Adjustments").

W. Protection from potential successor liability claims was a material consideration in the negotiated bargain set forth in the Asset Purchase Agreement. Without such protection and assurances, the USA Buyer would have insisted upon a lower purchase price.

X. The Motion and the Asset Purchase Agreement relate, in substantial part, to the assumption and assignment to USA Buyer of the USA Acquired Stores and all of USA Seller's rights, title, and interest in each of its executory contracts, assets, properties, operations and businesses and other rights and privileges directly used in connection with or related to the USA Acquired Stores, including those USA Acquired Assets outlined in sections 2.1.1 through 2.1.14 of the Asset Purchase Agreement relating to the USA Acquired Stores and operations of the Debtors over which this Court has jurisdiction.

Y. Notwithstanding the commencement of Debtors' chapter 11 cases or for any other reason, USA Acquired Assets have not been terminated under their terms or under applicable law and remain in full force and effect.

Z. To the extent any Acquired Asset constitutes an executory contract or unexpired lease, (i) the USA Buyer has demonstrated to the satisfaction of the Court its financial wherewithal and expertise relative to the management and operation of the USA Acquired Assets, as demonstrated, *inter alia*, by evidence that, prior to October 2004, affiliates of the USA Buyer successfully operated the USA Acquired Stores as part of the Disney corporate family of companies and (ii) the USA Buyer's promise to perform under the terms of the applicable USA

Acquired Assets constitutes adequate assurance of future performance pursuant to sections 365(b)(3) and 365(f)(2) of the Bankruptcy Code.

AA. To the extent the Acquired Assets do not constitute an executory contract or unexpired lease, (i) Debtors hold title to the USA Acquired Assets, subject to the Permitted Encumbrances and (ii) Debtors may sell the USA Acquired Assets to the USA Buyer free and clear of all liens, claims, interests and encumbrances because in each case one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) have been satisfied.

BB. If the sale to the USA Buyer were not free and clear of all liens, claims, interests, and encumbrances or the USA Buyer would, or in the future could, be liable for any of such liens, claims, interests, or encumbrances, the USA Buyer would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting Debtors, their estate, creditors, and all parties in interest.

CC. The USA Buyer intends that the Acquired Leases shall be operated as Disney Stores.

Findings Related to the Designation Rights Agreement

DD. The USA Buyer and Debtors negotiated and entered into the Designation Rights Agreement without collusion and in good faith.

EE. Approval of the Designation Rights Agreement and the consummation of the sale of the Designation Rights to the USA Buyer at this time are in the best interests of Debtors, their estates, creditors, and other parties in interest in these chapter 11 cases.

FF. The USA Buyer is not liable for any of Debtors' liabilities or claims (other than Cure Costs and Carrying Costs as described in the Designation Rights Agreement) or causes

of action as a successor to Debtors' assets or otherwise under the Designation Rights Agreement, except for the Year-End Lease Adjustments.

GG. It is necessary, appropriate, and in the best interests of Debtors and their estate for subsequent assumption and assignment of any Remaining Lease to USA Buyer or USA Buyer's designees to be free and clear of any claims of defaults and for USA Buyer to be responsible for curing any and all monetary defaults for each Remaining Lease arising prior to the Petition Date and after the USA Closing Date and for thereafter paying obligations as they come due after such assignment, including any Year-End Adjustments, and which may exist at the time of the assignment to the extent such cure is required pursuant to Section 365 of the Bankruptcy Code.

HH. USA Buyer or its designee is a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

II. It is in the best interests of Debtors that, in accordance with the provisions of Section 363 of the Bankruptcy Code, the Designation Rights and the Remaining Leases be transferred and assigned free and clear of all Liens, claims, mortgages and encumbrances (with same to attach to the proceeds of the sale, transfer and assignment) except for Permitted Exceptions and Year-End Adjustments.

JJ. It is in the best interests of Debtors' estate to permit USA Buyer's designees to perform nonstructural alterations and remodeling to the extent necessary to operate their retail operations, subject to the Landlord's consent (which consent shall not be unreasonably withheld), to replace and modify existing signage, and to remove any Disney Licensed Materials notwithstanding any provision in any Lease, any USA Seller REA, or local law to the contrary.

KK. Any extension or renewal option in a Remaining Lease which purports to be “personal” only to USA Seller or to be exercisable only by USA Seller is an unenforceable restriction on assignment and, in fact, may be freely exercised by USA Buyer or its designees to its full extent.

LL. It is in the best interest of the Debtors’ estate to release USA Buyer and its designees from successor liability including but not limited to liability to or for any of USA Seller’s employees, third-party vendors, service contracts, or other non-leasehold obligations.

MM. It is in the best interests of Debtors’ estate, and necessary and appropriate, that, if no objection to the assumption and assignment of a Remaining Lease is timely made and filed with the Bankruptcy Court prior to the expiration of the applicable Objection Period, the Cure Amount listed in the Assumption Notice shall be the Cure Amount, and the assumption and assignment shall be deemed effective and binding upon the applicable Affected Parties as of the Property Assignment Date and shall require no further order of the Bankruptcy Court to take place.

NN. It is in the best interests of Debtors’ estate, and necessary and appropriate, that, if an objection to the assumption and assignment of a Remaining Lease is timely made and filed with the Bankruptcy Court prior to the expiration of the applicable Objection Period and such objection is a Cure Objection, then, at USA Buyer’s sole option, (a) (i) the USA Buyer may notify USA Seller in writing that USA Buyer wishes to assign the Remaining Lease notwithstanding the Cure Objection (with it being deemed that any such objection regarding a “cure issue” will not affect the assumption and assignment); (ii) the assumption and assignment shall be deemed effective and binding upon the applicable Affected Parties; and (iii) the Cure Objection shall be preserved and determined by the Bankruptcy Court or (b) USA Buyer may, at

any time prior to the expiration of the Objection Period, withdraw the Assumption Notice by delivering written notice of such withdrawal to the USA Seller and the Affected Parties, and if USA Buyer elects to withdraw an Assumption Notice, the Remaining Lease identified therein shall not be assumed and assigned, and the USA Buyer shall retain the right to designate such Remaining Lease to any party or direct the USA Seller to reject such Remaining Lease in accordance with the terms of the Designation Rights Agreement.

OO. The designation procedures set forth in Section 2.2 of the Designation Rights Agreement are necessary and appropriate, and should be in all respects approved with the following modification to Section 2.2.5 thereof: Affected Parties shall have at least five (5) business days' notice of any hearing on an objection.

PP. It is in the best interests of Debtors' estate, and necessary and appropriate, that any provisions contained in the Remaining Leases, Non-Disturbance Agreements or any Seller REAs which are, or would have the effect of being, (i) recapture provisions; (ii) provisions which impose a fee or a penalty upon assignment; (iii) provisions which seek to increase the rent or impose a penalty or to modify or terminate a Remaining Lease or a USA Seller REA upon assignment; and (iv) covenants that any user of a Property operate under the name "Disney Store" or sell only Disney Merchandise shall not restrict, limit, or prohibit the transfer and assumption and assignment of the Remaining Leases to USA Buyer or its designees and are deemed and are found to be unenforceable anti-assignment provisions within the meaning of Sections 365(f) or other applicable provisions of the Bankruptcy Code. It is appropriate to reserve the issues as to whether "go dark" prohibitions, other "use" restrictions, remodeling or refurbishment restrictions or similar provisions contained in the Remaining Leases or Seller REAs constitute unenforceable anti-assignment provisions within the meaning of Sections 365(f)

or other applicable provisions of the Bankruptcy Code. Such issues can best be decided in the context of a specific proposal for designation of a particular lease to a particular assignee.

QQ. In the event that the USA Buyer determines that it needs an extension of time under Section 365(d)(4) to determine whether any Remaining Lease(s) should be assumed and assigned or rejected, the Debtors shall file a motion seeking such an extension with regard to such Remaining Lease(s).

RR. It is necessary, appropriate, and in the best interests of Debtors and their estates to permit the USA Buyer (or its designee), in the USA Seller's name and without the need for further order of, or application to, this Court, prosecute or oppose any motion relating to the assumption, assignment, or rejection of any Lease governed by this Agreement, and to prohibit Debtor from objecting or otherwise interfering in any such prosecution or opposition.

ACCORDINGLY, THE COURT HEREBY ORDERS THAT:

The Motion is Approved

1. The Motion is approved as modified by, or as otherwise set forth in, this Order. In the event of any conflict between the terms of this Order and the Agreements, the terms of this Order shall control. Except as provided by this Order, all objections to the Motion are hereby overruled.

2. The Asset Purchase Agreement in its entirety and all terms and conditions thereof are approved and binding upon the parties thereto, as modified by, or as otherwise set forth in, this Order.

3. The Designation Rights Agreement in its entirety and all terms and conditions thereof are approved and binding upon the parties thereto, as modified by, or as otherwise set forth in, this Order.

4. The Releases and all terms and conditions thereof are approved and binding on the parties thereto in accordance with their terms.

5. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled. Those parties who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

6. To the fullest extent permitted by applicable law, if State of Fl. Dep't of Revenue v. Piccadilly Cafeterias Inc. (In re Piccadilly Cafeterias Inc.), 484 F.3d 1299 (11th Cir. 2007), cert. granted, 128 S. Ct. 741 (2007), overturns In re Hechinger Inv. Co., 335 F.3d 243 (3d Cir. 2003), by the time of Closing, pursuant to section 1146(a) of the Bankruptcy Code, the sale transactions and the assignment of the Leases and Remaining Leases pursuant to the Agreements shall be exempt from those taxes provided for under 11 U.S.C. § 1146(a); to wit, any stamp tax or similar tax.

7. Debtors, USA Buyer, and any applicable designee shall use their commercially reasonable efforts to accomplish, and shall fully cooperate with each other in, the resolution of any objections to the proposed assumptions and assignments contemplated in the Agreements.

8. No person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in accordance with the Asset Purchase Agreement, the Designation Rights Agreement, any agreement related to the Asset Purchase Agreement or the Designation Rights Agreement, or this Order. Nothing in this provision shall be interpreted to affect any right of appeal or reconsideration.

9. Expedited discovery procedures relating to any objections to the proposed designations of assignments by USA Buyer to its designees are hereby authorized.

The Asset Purchase Agreement

10. Debtors are authorized pursuant to sections 105(a), 363(b), and 365 of the Bankruptcy Code to perform all of their obligations pursuant to the Asset Purchase Agreement and to execute such other documents and take such other actions as are necessary to effectuate the transactions contemplated by the Asset Purchase Agreement.

11. Debtors are authorized pursuant to section 365(a) of the Bankruptcy Code to assume the USA Acquired Stores and the USA Acquired Assets, and to assign such assets to the USA Buyer.

12. Pursuant to sections 105(a), 363(f), and 365 of the Bankruptcy Code, upon the Closing, (a) on account of the transfer of the USA Acquired Stores and the USA Acquired Assets to the USA Buyer, the USA Buyer shall not be subjected to any Retained Liabilities, (b) the USA Acquired Stores and the USA Acquired Assets shall be transferred to the USA Buyer (in accordance with the terms of the Asset Purchase Agreement and this Order) free and clear of liens, claims, interests and encumbrances, and (c) with respect to the USA Acquired Stores and the USA Acquired Assets, except as expressly permitted by the Asset Purchase Agreement or this Order, all persons and entities shall be hereafter barred and permanently enjoined from asserting against the USA Buyer, its affiliates, successors or assigns, the Asset Purchase Agreement, or any other properties of the USA Buyer or its affiliates, successor, and assigns:

- a. all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, claims, liabilities, judgments, demands, encumbrances

(including any claims and encumbrances (x) that purport to give to any party a right or option to effect a forfeiture, modification or termination of Debtors' or the USA Buyer's interest in the USA Acquired Stores and the USA Acquired Assets or (y) in respect of taxes, easements, restrictions, rights of first refusal and charges and interests of any kind or nature (collectively, "Third Party Interests"); and

- b. other than the Assumed Liabilities, all debts arising under, relating to, or in connection with the USA Acquired Stores and the USA Acquired Assets, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, arising prior to the commencement of these cases, whether under any theories of successor or transferee liability and whether imposed by agreement, understanding, law, equity or otherwise (including any claims and encumbrances (x) that purport to give to any party a right or option to effect a forfeiture, modification, right of first refusal or termination of Debtors' or the USA Buyer's interests in the USA Acquired Stores and the USA Acquired Assets or (y) in respect of taxes (collectively, the "Claims"),

with all such Third Party Interests and Claims, including any liens asserted by (i) Debtors' prepetition or postpetition lender and (ii) any mechanics lien creditors, to attach to the proceeds of the sale in the order of their priority as determined under applicable bankruptcy, other federal, or state law, with the same validity, force and effect which they may have as of the USA Closing Date against the USA Acquired Stores and the USA Acquired Assets, subject to any defenses, counterclaims or claims for recoupment that the Debtors or any other applicable parties-in-

interest may possess with respect thereto. Notwithstanding any other provisions herein but subject to the last sentence hereof, valid mechanics' lien claims asserted under assumed leases (as cure amounts or otherwise) shall be paid as follows:

- a. the first \$1,000,000 of such claims shall be paid by the Debtors' estates; and
- b. the Debtors' estates and USA Buyer shall each pay half of all such claims in excess of \$1,000,000.

All reimbursement or tenant credits or allowances that USA Buyer receives in respect of tenant installations or tenant improvements to the premises under the assumed leases, shall be disbursed by USA Buyer in cash as follows:

- i. first, to reimburse the Debtors' estates for the fifty-percent that they have paid under subclause (b) above;
- ii. second, to reimburse USA Buyer for the fifty-percent that it had paid under subclause (b) above;
- iii. third, to reimburse the Debtors' estates for the \$1,000,000 that they have paid under subclause (a) above; and
- iv. fourth, to the USA Buyer.

All claims asserted by mechanics' lienors or landlords under the assumed leases may be disputed by the USA Buyer and/or the Debtors' estates in the Bankruptcy Court, the Bankruptcy Court specifically retains jurisdiction to hear all such disputes, and if the claims are disputed by either party they shall not be paid until allowed by a final order no longer subject to review.

13. Except as otherwise indicated herein, this Order (a) is and shall be effective as a determination that, upon the Closing, all Claims and Third Party Interests existing as to the USA Acquired Stores and USA Acquired Assets prior to the Closing have been

unconditionally released, discharged and terminated in each case as to the USA Acquired Stores and USA Acquired Assets, and (b) is and shall be binding upon and shall govern acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the USA Buyer is the purchaser of the USA Acquired Stores and USA Acquired Assets and the assignee of the USA Acquired Stores and USA Acquired Assets free and clear of liens, Claims and Third Party Interests except as otherwise provided in this Order, in the terms of the Acquired Leases and Contracts or in connection with any disputes relating to the amount or validity of any Third Party Claims.

14. The releases contained in the Asset Purchase Agreement are approved in all respects pursuant to Federal Rule of Bankruptcy Procedure 9019; provided, however, that the foregoing shall not operate to release any obligations of USA Buyer or the Debtors under the terms of the Asset Purchase Agreement, the Designation Rights Agreement, the Transition Services Agreement, the Escrow Agreement, or any agreement supplemental thereto.

15. The sale of the USA Acquired Stores and the USA Acquired Assets pursuant to the Asset Purchase Agreement qualifies as a "good faith" sale within the meaning of section 363(m) of the Bankruptcy Code, and the USA Buyer is a "good faith" purchaser for the purposes of such section.

16. Effective upon the Closing Date, the USA Buyer will assume and pay, perform and fully discharge and fully satisfy when due only the Assumed Liabilities, as defined and described in the Asset Purchase Agreement, including the Year-End Adjustments.

17. USA Buyer shall be responsible for curing any and all monetary defaults for each Acquired Lease arising prior to the Petition Date and after the USA Closing Date, and which may exist at the time of the assignment to the extent such cure is required pursuant to Section 365 of the Bankruptcy Code. To the extent that defaults to be cured relating to an Acquired Lease are disputed, such dispute shall be resolved and such disputed defaults to be cured may be finally determined to be due and owing (the "Final Cure Amount") either pursuant to (a) an agreement on the defaults to be cured between the USA Buyer and the landlord to the Acquired Lease, for which no further Order of the Court is required or (b) a final order of the Bankruptcy Court determining the defaults to be cured. On or before April 29, 2008, any party disputing the Debtors' proposed defaults to be cured relating to an Acquired Lease shall serve on the Debtors and the USA Buyer any and all additional information such party intends to present in support of its cure claim. The Debtors and the USA Buyer shall work in good faith with such parties to resolve any disputed defaults to be cured. The Debtors shall file a schedule of disputed defaults to be cured (the "Schedule of Disputed Cure Amounts"), itemizing any disputed defaults to be cured, on or before May 23, 2008. The Court shall conduct a hearing (the "Cure Hearing") to determine any Final Cure Amounts requiring further order of the Court at 10:00 a.m. on May 30, 2008. Additionally, with respect to any lease that was designated as a Remaining Lease but prior to the Closing Date is converted to an Acquired Lease, the following procedure shall apply to determine Final Cure Amounts: (i) the USA Buyer shall provide notice (the "Conversion Notice") of such conversion to the landlord on or before the Closing Date; (ii) the Debtors shall

provide to such landlord a schedule of proposed defaults to be cured on or before May 6, 2008; (iii) the landlord to such converted lease shall file any objection or response to such proposed defaults to be cured (including all information the landlord intends to present in support of its cure amount) on or before May 13, 2008; and (iv) any disputes over the defaults to be cured on such converted leases shall be included in the Schedule of Disputed Cure Amounts and, if necessary, shall be scheduled for hearing at the Cure Hearing. The parties may agree to continue the Cure Hearing.

18. Debtors and the USA Buyer have demonstrated adequate assurance of future performance by the USA Buyer under the leases governing the USA Acquired Stores and the USA Acquired Agreements in accordance with sections 365(b)(3)(d) and 365(f)(2)(b) of the Bankruptcy Code.

19. Notwithstanding any provision in the USA Acquired Stores and USA Acquired Assets (including those described in sections 365(b)(2) and (f) of the Bankruptcy Code) that purport to prohibit, restrict, or condition such assignment or transfers and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further obligation or liability for any breach of the USA Acquired Stores and USA Acquired Assets occurring after such assumption and assignment.

20. Pursuant to an agreement between the parties to the APA and the Official Committee of Unsecured Creditors, the APA is modified as follows: (a) section 2.1.12 and 2.3 are clarified to provide that 2.1.12 shall exclude any claims under the avoidance powers set forth in sections 544 through 552 of the Bankruptcy Code ("Other Avoidance Actions"), other than any such claims against any Affiliate of Buyer, TSDF or DEI ("Disney Avoidance Actions") but, instead, the Other Avoidance Actions shall be Retained Assets under section 2.3; and (b) section

6.5.5 is modified so that the claims preserved under that section shall be allowed in the aggregate amount of exactly Twelve Million Dollars (\$12,000,000). Buyer has agreed that all reclamation/priority claims of Buyer, TDSF, DEI or their respective Affiliates, including claims under sections 503(b)(9) and 546 of the Bankruptcy Code shall not be preserved and are waived and released. Debtors have agreed that any and all Disney Avoidance Actions shall be waived and released.

The Designation Rights Agreement

21. Debtors are authorized pursuant to sections 105(a), 363(b), and 365 of the Bankruptcy Code to perform all of their obligations pursuant to the Designation Rights Agreement and to execute such other documents and take such other actions as are necessary to effectuate the transactions contemplated by the Designation Rights Agreement.

22. The subsequent assumption and assignment of any Remaining Lease to USA Buyer, or USA Buyer's designees, shall be free and clear of any claims of defaults, except that it shall be subject to the Year-End Adjustments.

23. USA Buyer shall be responsible for curing any and all monetary defaults for each Remaining Lease arising prior to the Petition Date and after the USA Closing Date, and which may exist at the time of the assignment to the extent such cure is required pursuant to Section 365 of the Bankruptcy Code.

24. USA Buyer and its designee is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code.

25. In accordance with the provisions of section 363 of the Bankruptcy Code, the Designation Rights and the Remaining Leases shall be transferred and assigned free and clear of all Liens, claims, mortgages, and encumbrances (with same to attach to the proceeds of the sale, transfer and assignment) except for Permitted Exceptions and the Year-End Adjustments.

26. USA Buyer and USA Buyer's designees shall be permitted to perform nonstructural alterations and remodeling to the extent necessary to operate their retail operations, subject to the landlord's consent (which consent shall not be unreasonably withheld), and, in the case of an assignment to a designee other than the USA Buyer, to replace and modify existing signage to eliminate any and all references to The Disney Stores notwithstanding any provision in any Lease, any USA Seller REA, or local law to the contrary.

27. Any extension or renewal option in a Remaining Lease which purports to be "personal" only to Debtors or to be exercisable only by Debtors is an unenforceable restriction on assignment and, in fact, may be freely exercised by USA Buyer or its designees to its full extent, provided that nothing herein shall be deemed to create a right to a subsequent sublease in violation of the Remaining Lease.

28. USA Buyer is not assuming any liabilities whatsoever except as expressly provided in the APA, and the sale is intended to be and hereby is free and clear of all claims subject to discharge (whether actually discharged or not in this case), whether such claims are later attempted to be asserted under theories of contract, tort, successor liability, or otherwise.

29. If no objection to the assumption and assignment of a Remaining Lease is timely made and filed with the Bankruptcy Court prior to the expiration of the applicable Objection Period, the Cure Amount listed in the Assumption Notice shall be the Cure Amount, and the assumption and assignment shall be deemed effective and binding upon the applicable Affected Parties as of the Property Assignment Date and shall require no further order of the Bankruptcy Court to take place.

30. If an objection to the assumption and assignment of a Remaining Lease is timely made and filed with the Bankruptcy Court prior to the expiration of the applicable

Objection Period and such objection is a Cure Objection, then, at USA Buyer's sole option, (a)(i) the USA Buyer may notify USA Seller in writing that USA Buyer wishes to assign the Remaining Lease notwithstanding the Cure Objection (with it being deemed that any such objection regarding a "cure issue" will not affect the assumption and assignment); (ii) the assumption and assignment shall be deemed effective and binding upon the applicable Affected Parties; and (iii) the Cure Objection shall be preserved and determined by the Bankruptcy Court or (b) USA Buyer may, at any time prior to the expiration of the Objection Period, withdraw the Assumption Notice by delivering written notice of such withdrawal to the USA Seller and the Affected Parties. If USA Buyer elects to withdraw an Assumption Notice, the Remaining Lease identified therein shall not be assumed and assigned, and the USA Buyer shall retain the right to designate such Remaining Lease to any party or direct the USA Seller to reject such Remaining Lease in accordance with the terms of the Designation Rights Agreement.

31. Section 2.2.5 of the Designation Rights Agreement is hereby modified as follows: Affected Parties shall have at least five (5) business days' notice of any hearing on an objection. With this modification, the designation procedures in section 2.2 of the Designation Rights Agreement are approved in all respects.

32. The Remaining Lease Procedures in paragraphs 38-43 of the Motion are approved in all respects with the following modification thereto: Any notice to be provided to landlords pursuant to the Remaining Lease Procedures, including Assumption Notices and/or Rejection Notices, will be served upon counsel to the applicable landlord, if known, via email or facsimile. Further, in addition to the Rejection Notice, Debtors shall serve a notice of abandonment ("Abandonment Notice") on any known third parties (other than the Landlord), if any, having leasehold interests or recorded liens with respect to any personal property

("Abandoned Property") located at such Remaining Store. The Abandonment Notice shall identify the Remaining Lease and will establish an effective date for abandonment of the Abandoned Property at least ten (10) days after service of the Abandonment Notice, but in no event later than the proposed rejection date for the Remaining Lease. At the conclusion of such notice period, absent entry of a court order authorizing other disposition of the Abandoned Property, it shall be deemed abandoned to the landlord for such Remaining Store free and clear of the claims or liens of any third party.

33. Any provisions contained in the Remaining Leases, Non-Disturbance Agreements or any Seller REAs which are, or would have the effect of being, (i) recapture provisions; (ii) provisions which impose a fee or a penalty upon assignment; (iii) provisions which seek to increase the rent or impose a penalty or to modify or terminate a Remaining Lease or a USA Seller REA upon assignment; and (iv) covenants that any user of a Property operate under the name "Disney Store" or sell only Disney Merchandise shall not restrict, limit, or prohibit the transfer and assumption and assignment of the Remaining Leases to USA Buyer or its designees and are deemed and are found to be unenforceable anti-assignment provisions within the meaning of Sections 365(f) or other applicable provisions of the Bankruptcy Code. Issues as to whether "go dark" prohibitions, other "use" restrictions, remodeling or refurbishment restrictions or similar provisions contained in the Leases or Seller REAs constitute unenforceable anti-assignment provisions within the meaning of Sections 365(f) or other applicable provisions of the Bankruptcy Code are hereby reserved.

34. The Designation Period shall terminate no later than 30 days following confirmation of a plan of reorganization in the Bankruptcy Case, but in no event later than 210 days after the Petition Date.

35. USA Buyer (or its designee) may, in the USA Seller's name and without the need for further order of, or application to, the Bankruptcy Court, prosecute or oppose any motion relating to the assumption, assignment, or rejection of any Remaining Lease governed by the Designation Rights Agreement, and USA Seller shall not object or otherwise interfere with any such prosecution or opposition, subject to its fiduciary duties.

Further Decrees

36. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that such modification, amendment or supplement does not materially adversely effect the estate, its creditors, or landlords.

37. Notwithstanding anything to the contrary contained herein or in the Motion or the Asset Purchase Agreement, this Order shall not be construed to constitute approval of or otherwise to effect or otherwise affect any transfer of the Headquarters Lease by TCP Services Co. to USA Buyer or any other Person. This Order is without prejudice to the rights and obligations of the parties thereto, which shall not be affected by this Order.

38. The Conversion Procedures in paragraph 37 of the Motion are approved in all respects.

39. In connection with any sale, assignment, or rejection pursuant to the Asset Purchase Agreement or the Designation Rights Agreement, the Debtors are authorized to abandon any property of no net value to the estate without further application to or order from this Court and the Court hereby waives any further compliance with Bankruptcy Rule 6007, provided that notice of the abandonment shall be given to the landlord of any affected Store and, upon abandonment, the landlord of the Store may dispose of such abandoned property without

any liability to the Debtors or any third party. Additionally, upon rejection of a Lease, the applicable landlord (or landlord's counsel, if known) shall receive notice of rejection via email or facsimile no later than one business day following the surrender of the property, the effective date of rejection shall be the date of surrender of the property, and the USA Buyer shall surrender the property to the landlord in broom clean condition.

40. The failure to specifically include any particular provision of the Asset Purchase Agreement or the Designation Rights Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that Debtors' implementation of the transactions contemplated in the Asset Purchase Agreement and the Designation Rights Agreement be approved in their entirety.

41. In the absence of a stay pending appeal, in the event that the USA Buyer and the Debtors elect to consummate the transactions contemplated by the Asset Purchase Agreement or the Designation Rights Agreement, at any time after the entry of this Order, then with respect to the transactions approved and authorized herein, the USA Buyer, as a purchaser in good faith within the meaning of section 363(m) of the Bankruptcy Code, shall be entitled to the protections of 363(m) of the Bankruptcy Code in the event this Order or any authorization contained herein is reversed or modified on appeal.

42. Each and every federal, state, and local agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and the Designation Rights Agreement.

43. The Court shall retain exclusive jurisdiction (i) to enforce and implement the terms and provisions of the Agreements, all amendments thereto, any waivers and consents

thereunder, and each of the agreements, documents, and instruments executed therewith; (ii) to compel delivery of any amounts to Debtor in accordance with the terms and conditions of the Agreements; and (iii) to resolve any disputes, controversies or claims arising out of or relating to the Agreements, the assumption and assignment of the USA Acquired Stores and USA Acquired Assets, or the Designation Rights Agreement, including any dispute with any party over the validity or amount of any cure claim.

44. The Court shall retain exclusive jurisdiction over any and all disputes arising under or otherwise relating to the construction, performance, and enforcement of the terms and conditions of the Agreements and each of the agreements, documents, and instruments executed in connection therewith.

45. The License Agreement shall terminate for all purposes as of the Closing Date, and as of such date, neither Debtor nor any of its respective Affiliates shall have any obligation under the License Agreement or any further right or license to use the Licensed Materials (as defined in the License Agreement), to sell Disney Merchandise, to operate any Facilities (as defined in the License Agreement) or to exercise, use or enjoy any of the other rights or licenses granted by TDSF under the License Agreement.

46. The terms of this Order and the Agreements shall be binding on and inure to the benefit of the Debtors, the USA Buyer, and Debtors' creditors and all other parties-in-interest, and any affiliates, successors or assigns thereof, including any trustee or examiner appointed in these cases or any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code.

47. Notwithstanding anything to the contrary in this Order or the APA, to the extent any of the USA Acquired Assets consist of an interest in a consumer credit transaction

subject to the Truth in Lending Act or an interest in a consumer credit contract (as defined in section 433.1 of title 16 of the Code of Federal Regulations), the USA Buyer shall remain subject to the same claims and defenses that are related to such consumer credit transaction or such consumer credit contract to the same extent as the USA Buyer would be subject to such claims and defenses of the consumer if the sale had such interest not been purchased pursuant to section 363, as provided for in section 363(o) of the Bankruptcy Code.

48. Notwithstanding any exhibits to the APA, there are no executory contracts as between the Debtors and Harte-Hanks and as such, the Debtors are not seeking to assume or assign any agreements to which Harte-Hanks is a party. The foregoing shall not prejudice Harte-Hanks' right to assert whatever claims that it may have against the Debtors.

49. Certain parties have objected to the sale based on asserted claims for reclamation pursuant to section 2-702 of the Uniform Commercial Code and section 546(c) of the Bankruptcy Code (the "Reclamation Claims"). Neither this Order nor the sale shall affect any Reclamation Claims other than to preclude such claims from being asserted against the USA Buyer, and nothing herein shall be deemed to extinguish or otherwise affect the rights or interests asserted by, or held by any reclamation claimants. All rights of all parties are hereby reserved regarding the existence, extent, validity and priority of any Reclamation Claims.

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50. As permitted by Bankruptcy Rule 6004, this Order shall not be stayed for 10 days after its entry but shall be effective immediately upon entry, and Debtors and USA Buyer are authorized to close the Asset Purchase Agreement and the Designation Rights Agreement upon entry of this Order. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot in law and/or equity.

Dated: April 23, 2008
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

B 6F (Official Form 6F) (12/07)

In re **HOOP RETAIL STORES, LLC**
DebtorCase No. **08-10545 - BLS**
(If known)**SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community maybe liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (see instructions above)	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Disney Non-Merchandise Payable							\$2,054,627
Accrued Workers Compensation and General Liability Claims							\$2,305,475
Customer Right of Return Reserve & Other							\$1,785,023
Ceridian -- Accrued Payroll Taxes							\$500,000
Accrued Medical Claims							\$889,065
Accrued Facility Expense							\$8,347,046
Accrued Corporate Expenses							\$4,576,501
TCP Intercompany							\$81,497,826

B 6F (Official Form 6F) (12/07) – Cont

All Other – See Schedule F-1							\$59,030,989.81
____ continuation sheets attached							Subtotal ►
							\$160,986,553
							Total ►
							\$160,986,553

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data..)

Hoop Retail Stores, LLC
Exhibit F-1
Unsecured Non-Priority Claims
Case No. 08-1048 - BLS

Debtor Name	Address	City	State	Zip	County	Postal Code	Phone	Fax	Website	Estimated Amount
1000 SHOPS AT SUNSET LLC	SHOPS AT SUNSET PLACE	ATLANTA	GA	30384-1732	DEKALB	30384-1732				25,983.29
1543 COTTONWOOD MALL 993 LP	7655 RELIABLE PKWY	CHICAGO	IL	60638-0076						18,198.75
1564 CIRCLE CENTER MALL, LLC	6990 RELIABLE PKWY	CHICAGO	IL	60638-0089						29,009.95
1 WEST MOUNTAIN STREET	1785 LOCUS STREET #7	PASADENA	CA	91101						19,213.20
2234 LANSING DEVELOPERS	7655 RELIABLE PARKWAY	CHICAGO	IL	60638-0078						19,259.65
3A SEVEN INC	325 WILSHIRE BLVD	SANTA MONICA	CA	90401						4,222.18
2310 NEWPORT CENTRE LLC	SUITE 202	CHICAGO	IL	60656-0075						2,669.39
4882 EDISON MALL BUSINESS TRUS	7445 RELIABLE PKWY	CHICAGO	IL	60638-0074						15,530.78
4895 SHOPPING CENTER ASSOC	7430 RELIABLE PKWY	CHICAGO	IL	60638-0001						23,648.26
4570 ORLAND SQUARE LP	PO BOX 2004	CHICAGO	IL	60674						34,305.95
4574 SOUTH HILLS VILLAGE ASSOC	PO BOX 2004	CHICAGO	IL	60674						28,728.81
4835 ROCKAWAY CENTER ASSOC	NEWARK POST OFFICE	NEWARK	NJ	07103-5468						66,339.44
4836 RETAIL PROPERTY TRUST	ROOSEVELT FIELD MALL	NEWARK	NJ	07103-5467						17,871.51
4837 EM SANTA ROSA LP	PO BOX 51129	LOS ANGELES	CA	90051-5429						14,829.16
4892 KING OF GEORGIA LLC	SANTA ROSA PLAZA	PHILADELPHIA	PA	19102-9413						28,775.39
7704 KING OF PRUSSIA ASSOCIATE	MALL OF GEORGIA	PHILADELPHIA	PA	19102-9443						18,817.84
7710 MALL @ MONTGOMERYVILLE LP	MONTGOMERY MALL	PITTSBURGH	PA	15102						19,841.03
8235 CENTURY II MALL LP	PO BOX 63425	ATLANTA	GA	30384-6389						11,990.41
8644 FLORIDA MALL ASSOC LP	PO BOX 64383	ATLANTA	GA	30384-6389						37,303.81
9270 NORTH PARK ASSOCIATES LP	VIRGINIA CENTER COMMONS	INDIANAPOLIS	IN	46255-2054						16,953.88
9690 SIMON CAPITAL GP	TYRONE SQUARE	CHICAGO	IL	60689-5311						14,721.67
9710 UNIVERSITY PARK ASSOCIATE	TYRONE SQUARE	CHICAGO	IL	60689-5311						13,742.39
9903 WEST TOWN MALL	JOINT VENTURE	CHICAGO	IL	60689-0075						16,150.36
9862 CORAL CS LTD ASSOCIATES	INC	CHICAGO	IL	60689-0075						20,555.46
A&M WARSHAW PLUMBING & HEATING	1545 GULF SHORES PKY #203	NEW YORK	NY	10012						747.78
ACADEMY FIRE PROTECTION	56-29 MASPETH AVENUE	GULF SHORES	AL	36542						265.00
ACCESSIBILITY INSPECTIONS OF	TEXAS	MASPETH	TX	11378						2,856.64
ACE NOVELTY CO LTD	111 CONNAUGHT ROAD	GRANBURY	TX	76048						425.00
ACME PLASTIC INC	WING ON CENTER	CENTRAL HONG KONG	HONG KONG	91201						75,395.38
ADAM N HELM	PO BOX 906	WEST PATTERSON	CA	94724						8,298.15
ADAMS & BROOKS INC	PO BOX 7303	LOS ANGELES	CA	90066						150.00
ADT SECURITY SERVICES	SENSORMATIC ELECTRONICS	LOS ANGELES	CA	90007-0003						24.72
ADT SECURITY SYSTEMS INC	PO BOX 371994	INDIANAPOLIS	IN	46256						82,955.74
ADVANCE INTERNATIONAL LTD	AVENIDA DA PRAIA GRANDE	PITTSBURGH	PA	15250-7994						2,692.25
AGRICULTURAL COMMISSIONER/	WEIGHTS & MEASURES	MACAU	MACAU	90280						93,510.56
AGILITY LOGISTICS	1251 EAST DYER ROAD	SOUTH GATE	CA	90280						480.00
AKAI GIFT MANUFACTURER LTD	5F, 17, LANE 99	SANTA ANA	CA	92705						37,669.31
ALAMEDA MALL ASSOCIATES	NEW PARK MALL	TAINAN	TAIWAN	92705						2,945.65
ALABAMA POWER COMPANY	150 ST JOSEPH ST	CHICAGO	IL	60694-5595						16,004.37
ALABAMA MEDIA SOLUTIONS	410 SAINT NICOLAS STREET	MOBILE	AL	36602						1,280.00
ALDERWOOD MALL LLC	110 NO WACKER DRIVE	CHICAGO	IL	60686-1511						837.80
ALECTA REAL ESTATE USA LLC	235 PINE STREET SUITE 1200	MONTREAL	QC	H2Y 2P5						19,288.91
ALERT RETAIL SERVICE INC	PO BOX 164	SAN FRANCISCO	CA	94104-2733						141,655.79
ALL AMERICAN MAINTENANCE	6620 TOPANGA CANYON PLACE	SOMERS	CA	94104-2733						556.75
ALLIED BARTON SECURITY SERVICE	3506 HORIZON DRIVE	CHATS WORTH	CA	91311						51,725.00
AMAZING FEST CONTROL	TRAVEL RELATED SVC CO INC	KING OF PRUSSIA	PA	19406						13,622.75
AMERICAN EXPRESS	86-31 MASPETH AVE	MASPETH	NY	11378						75.00
AMERICAN INDUSTRIAL SUPPLY	8714 DARBAY AVE	FORT LAUDERDALE	FL	33336-0001						5,959.02
AMERICAN PRESIDENT LINES LTD	1111 BROADWAY	NORTH RIDGE	CA	91825						440.00
AMPCO SYSTEMS INC	5151 GOLDEN FOOTHILL PARKWAY	OAKLAND	CA	94607						873,290.29
AMSTOR CORPORATION	480 TAYLOR STREET 4000	EL DORADO HILLS	CA	95762						8,452.23
ANDRES IMAGING	2643 WEST CHICAGO AVE	SAN FRANCISCO	CA	94102						4,640.00
ANITA ASSOCIATES	SANTA ANITA	COOPERSTOWN	NY	12424						32,329.95
ANNA FREE	311 AVE G	CHICAGO	IL	60622						78,161.49
ANNE DAVISON LTD	45-48 CHARLOTTE ROAD	LOS ANGELES	CA	90074-0000						19,883.27
APEC MLLWORK	731 PALLISON AVENUE	REDONDO BEACH	CA	90277						3,031.00
APPLE GRAPHICS INC	1850 EVERGREEN STREET	LONDON	UK	EC2A3PD						1,000.00
Arrested Sentiment	712 12 Park Ave	CLIFTON	NI	07011						8,747.59
ARAKELIAN ENTERPRISE INC DBA	PO BOX 571	DIARTE	CA	91010						1,096.97
ARAPAHOE COUNTY TREASURER	PO BOX 60009	South Pasadena	CA	91060						23.50
ARBOR PLACE II LLC	PO BOX 74883	CITY OF INDUSTRY	CA	91716-0009						1,586.07
		LITTLETON	CO	80160						2,245.11
		CLEVELAND	OH	44194-4883						14,644.31

Hoop Retail Stores, LLC
Exhibit F-1
Unsecured Non-Priority Claims
Case No. 08-10543 - ELS

CLAIMANT	ADDRESS	CITY	STATE	ZIP	COUNTRY	AMOUNT
ARCHITECTURAL DESIGN BUILD	2710 SUTTON BLVD	ST LOUIS	MO	63143	USA	8,156.48
ARLEN FAIR ASSOCIATES	MACERCH MGMT CO AS AGENT	LOS ANGELES	CA	90064-253	USA	649.73
ARIS BEDROSIAN	DEPT 2599-7000	LOS ANGELES	CA	90064-253	USA	5,300.00
ARIZONA DEPT OF REVENUE	1148 SAN RAFAEL AVE #3	PHOENIX	AZ	85008-9079	USA	50.00
ARIZONA MILLS LLC	PO BOX 29079	PHOENIX	AZ	85008-9079	USA	17,757.53
ARIZONA PLUMBING SERVICES INC	3112 W VIRGINIA AVE	PHOENIX	AZ	85009	USA	137.10
ARMANDO BARBERA JR RITA	TAX ASSESSOR-COLLECTOR	PHOENIX	AZ	85009	USA	8,855.55
ARTPOWER INTERNATIONAL GROUP	717 127-135 YEUNG UK ROAD	TSIMSHATSUI	HONG KONG	78540-0178	HONG KONG	19,388.00
ARTISAN LIMITED	RM 1801-05 HUA QIN INT'L BLDG	TSIMSHATSUI	HONG KONG		HONG KONG	49,583.73
ARTUNDEL MILLS LP	1950 S SAWTELLE BLVD	LOS ANGELES	CA	90025	USA	4,760.00
Arrest Bank	ARUNDEL MILLS	ATLANTA	GA	30384-6190	USA	15,322.05
ASSOCIATED TRADERS - ON	5501 Girard Rd.	Branson	MO	65616	USA	100.00
ASSOCIATED TRADERS - VN	ROOM 901, 9F EAST OCEAN CENTRE	TSIMSHATSUI	HONG KONG		HONG KONG	151,185.30
AT SYSTEMS WEST INC	PO BOX 15060	HONG KONG			HONG KONG	3,285.35
AT&T	AT&T - PO BOX 78425	LOS ANGELES	CA	90015-5050	USA	151,677.42
AT&T	BILL PAYMENT CENTER	PHOENIX	AZ	85052-9425	USA	3,918.49
AT&T	BILL PAYMENT CENTER	PHOENIX	AZ	85052-9425	USA	48.09
AT&T	PO BOX 8100	SAGINAW	MI	48663-0003	USA	17.18
AT&T	PO BOX 8100	SAGINAW	MI	48663-0003	USA	59.05
AT&T	PO BOX 8100	DALLAS	TX	75393-0170	USA	51.27
AT&T	PO BOX 8100	AURORA	IL	60507-8100	USA	222.31
AT&T	PO BOX 8100	AURORA	IL	60507-8100	USA	369.65
AT&T	PO BOX 8100	AURORA	IL	60507-8100	USA	282.28
AT&T	PO BOX 8100	AURORA	IL	60507-8100	USA	489.60
AT&T	PO BOX 8100	DALLAS	TX	75393-0047	USA	48.73
AT&T	PO BOX 8100	MECHANICSBURG	PA	17053-2100	USA	29.18
AT&T	PO BOX 8100	DALLAS	TX	75393-0047	USA	111.22
AT&T	PO BOX 8100	AURORA	IL	60507-8100	USA	31.16
AT&T	PO BOX 8100	SACRAMENTO	CA	95837-0001	USA	43.49
AT&T	PO BOX 8100	AURORA	IL	60507-8100	USA	189.59
AT&T	PO BOX 8100	PHOENIX	AZ	85053-8225	USA	89.10
AT&T	PO BOX 8100	PHOENIX	AZ	85053-8225	USA	52.35
AT&T	PO BOX 8100	AURORA	IL	60507-8100	USA	60.08
AT&T	PO BOX 8100	BALTIMORE	MD	21202	USA	14,876.73
AT&T	PO BOX 8100	BALTIMORE	MD	21202	USA	1,100.73
AT&T	PO BOX 8100	FOREST HILL	MD	21050	USA	184,855.05
AT&T	PO BOX 8100	PICO RIVERA	CA	90680	USA	61,890.00
AT&T	PO BOX 8100	SACRAMENTO	CA	95837-0001	USA	206.68
AT&T	PO BOX 8100	SACRAMENTO	CA	95837-0001	USA	27,058.06
AT&T	PO BOX 8100	CHARLOTTE	NC	38285-0481	USA	5,792.21
AT&T	PO BOX 8100	RECHMOND	VA	23228	USA	8,255.01
AT&T	PO BOX 8100	RECHMOND	VA	23228	USA	42,793.95
AT&T	PO BOX 8100	PASADENA	CA	91107	USA	32.00
AT&T	PO BOX 8100	PASADENA	CA	91107	USA	1,044.33
AT&T	PO BOX 8100	BALTIMORE	MD	21202	USA	21,550.23
AT&T	PO BOX 8100	BALTIMORE	MD	21202	USA	77.14
AT&T	PO BOX 8100	CHICAGO	IL	60674-1000	USA	19,075.62
AT&T	PO BOX 8100	PHILADELPHIA	PA	19175-0159	USA	10,773.29
AT&T	PO BOX 8100	SHANGHAI	CHINA	200070	CHINA	26,839.72
AT&T	PO BOX 8100	DELRAT BEACH	FL	33445	USA	8,049.04
AT&T	PO BOX 8100	PASCO	RI	02859	USA	2,401.17
AT&T	PO BOX 8100	NEW YORK	NY	10001	USA	6,140.61
AT&T	PO BOX 8100	EMERYVILLE	CA	94608	USA	181,654.74
AT&T	PO BOX 8100	SAN DIEGO	CA	92123	USA	5,966.00
AT&T	PO BOX 8100	SAN DIEGO	CA	92104	USA	1,000.00
AT&T	PO BOX 8100	ANAHEIM	CA	92805	USA	1,200.00
AT&T	PO BOX 8100	KUALA	MALAYSIA	84000	MALAYSIA	195,864.90
AT&T	PO BOX 8100	SACRAMENTO	CA	94278	USA	796.10
AT&T	PO BOX 8100	SAN NATEO	AZ	85403-9407	USA	15,612.53
AT&T	PO BOX 8100	PHOENIX	AZ	85038-8945	USA	10,007.49
AT&T	PO BOX 8100	HONG KONG			HONG KONG	113,040.00
AT&T	PO BOX 8100	CLEVELAND	OH	44113	USA	18,098.91
AT&T	PO BOX 8100	CHICAGO	IL	60674	USA	18,892.90
AT&T	PO BOX 8100	NEWARK	NJ	07183-5469	USA	25,614.62

Hoop Retail Stores, LLC
Exhibit F-1
Unsecured Non-Priority Claims
Case No. 08-10545 - BLG

[illegible]

[illegible]

Hoop Retail Stores, LLC
Exhibit E-1
Unsecured Non-Priority Claims
Case No. 08-10545 - BLs

NAME	ADDRESS	CITY	STATE	POSTAL CODE	TELEPHONE
GREAT BIG PICTURES INC	240 N MILWAUKEE ST	MILWAUKEE	WI	53202	145.900.15
GROUP FOUR ARTILE TEXTILES	1743 FIRST AVE S	SEATTLE	WA	98101	1.800.00
GUARDIAN SECURITY SYSTEMS INC	217 E REDWOOD ST 20TH FLOOR	SEATTLE	WA	98104	20.003.99
GULFPORT FACTORY SHOPS LIMITED PARTNERSHIP	234 MALL BLVD	BALTIMORE	MD	21202	2.472.25
HAMILTON COUNTY TRUSTEE	ROOM 210 COURTHOUSE	CHARLOTTE	NC	27402	18.350.05
HAMILTON MALL LLC	5705 GLEN HARVELL ROAD	CHARLOTTE	NC	27405	8.160.00
HAMMERHEAD CONTRACTING GROUP I	600 E BALBOA BLVD	MIAMI BEACH	FL	33136	45.910.16
HARDESTY & ASSOCIATES INC	SPECIAL MARKETS	NEW YORK	NY	10022	751.30.95
HARPER COLLINS PUBLISHERS	SALES TAX DIVISION	METairie	LA	70004	24.453.45
HARRY LEE SHERIFF & TAX	EX-OFFICIO TAX COLLECTOR	BILLERICA	MA	01821	27.717.24
HARRY LEE SHERIFF AND	300 METairie RD P O BOX 627	DALLAS	TX	75391-1888	49.321.78
HART HANES CORPORATION	35 LINNELL CIRCLE	HONOLULU	HI	96820-0770	263.41
HART HANES DIRECT MARKETING	PO BOX 917689	LOS ANGELES	CA	90025	17.062.22
HAWAIIAN TELECOM	PO BOX 50770	BRANSON	MO	65616	8.977.08
HAWTHORN LP	60 WESTFIELD CORP INC	EDWARDSVILLE	IL	62025	59.300.00
HCC PRIVATE DEVELOPMENT LLC	100 BRANSON LANDING	GUANGDONG	CHINA	52025	299.490.90
HELIUM ASSOCIATES INC	1315 GEBERWOODS DR	CHICAGO	IL	60674	45.00
HESANTH CITY SUN FONGHING	NO 3-1 RENMIN WEST ROAD	TAMPA	FL	33672-0620	88.771.40
HIG GALLERY II III LP	7621 HOUSTON GALLERIA	BUFFALO	NY	14267	199.934.25
HILLSBOROUGH COUNTY	TAX COLLECTOR	CHERRY HILLS	NJ	08005	559.50
HOLIDAY HOMES INC	2582 OTAY CENTER DR	MINNEAPOLIS	MN	55408-008	16.300.87
HOLIDAY 200 RECORDS	300 S BUENA VISTA ST	MINNEAPOLIS	MN	55408-008	49.435.68
HONG KONG CHONG HING CO LTD	117 B BANK	BALTIMORE	MD	21204-4359	33.986.62
HONG KONG CHONG HING CO LTD	SIN CO CORPORATE CENTER	CHICAGO	IL	60682	24.055.78
HONOR GUARD SECURITY	517 COFFMAN GALLERIA	CHICAGO	IL	60682	110.877.34
HOOPER MALL TO LLC	1519 E RUSH STREET	CHICAGO	IL	60682	13.288.41
HOUSE OF GRAPHICS	ROUSE SI SHOPPING CENTER LLC	CHICAGO	IL	60682	15.928.09
HOWARD HUGHES PROPERTIES LP	ROUSE SI SHOPPING CENTER LLC	CHICAGO	IL	60682	8.604.59
HSM ELECTRONIC PROTECTION	181 B BANK ST/ATEN ISLAND	CHICAGO	IL	60682	9.471.30
HUGHWAY INTERNATIONAL CO LTD	8804 INNOVATION WAY	CHICAGO	IL	60682	50.518.00
HUNTINGTON MALL	PO BOX 348 MY LOFT	CHICAGO	IL	60682	851.50
HYPOFAN MERCHANT MARINE CO LTD	PO BOX 714090	CHICAGO	IL	60682	2.425.00
HYPOFAN WEST OAKS MALL LEASE CO LP	PO BOX 714090	CHICAGO	IL	60682	13.512.08
IDEALNET INC	PO BOX 12155	CHICAGO	IL	60682	3.361.51
IDX BALTIMORE INC	117 W SLADE STREET	CHICAGO	IL	60682	19.208.23
IMPERIAL PARKING (USA) INC	1170 MIDWAY ROAD	CHICAGO	IL	60682	7.813.44
IMPERIAL VALLEY MALL ILLP	200 S MICHIGAN AVENUE	CHICAGO	IL	60682	851.50
INDIAN RIVER MALL ASSOC LTD	PO BOX 74840	CHICAGO	IL	60682	28.425.47
INNOVATIVE MARBLE AND TILE LLC	130 MOTOR PARKWAY	CHICAGO	IL	60682	465.25
INTEGRATED TELEPHONE SERVICES	PO BOX 929	CHICAGO	IL	60682	15.705.00
INTERNATIONAL RETAIL SERVICES	PO BOX 281865	CHICAGO	IL	60682	53.50
INTERSTATE ELEGANCE LLC	1300 WOODVILLE REDMOND RD	CHICAGO	IL	60682	42.673.43
IPC INTERNATIONAL CORPORATION	230 BRUSH AVENUE	CHICAGO	IL	60682	17.716.15
IPC ILLC	230 BRUSH AVENUE	CHICAGO	IL	60682	280.00
IPC ILLC	230 BRUSH AVENUE	CHICAGO	IL	60682	1.080.960.06
JACKSONVILLE AVENUES LP	601 OLD WILKIN PATH	CHICAGO	IL	60682	7.800.00
JAMICA CHOWDER	17715 Silver Creek Ave E	CHICAGO	IL	60682	9.690.00
JASCO INDUSTRIES INC	738 E HOOPER	CHICAGO	IL	60682	611.241.44
JASON BASS	1841 N W 42ND ST	CHICAGO	IL	60682	100.00
JC SAGINAW LLC	PO BOX 74889	CHICAGO	IL	60682	2.882.50
JEFF GRANITO DESIGNS INC	5 BLUE SPRUCE DRIVE	CHICAGO	IL	60682	12.971.15
JEFFERSON VALLEY MALL LP	773811	CHICAGO	IL	60682	4.840.91
JERRY KIRSH	1128 LINDEN AVE #3	CHICAGO	IL	60682	59.18
JERRY V JOHNSON & ASSOC INC	720 S GLENDALE AVENUE	CHICAGO	IL	60682	12.900.00
JESUS E HERNANDEZ	930 FELICIA TERRACE	CHICAGO	IL	60682	116.518.34
JG WINSTON - SALEM ILLC	PO BOX 74889	CHICAGO	IL	60682	12.104.18
JG WINSTON	2090 HAMILTON PL BLVD	CHICAGO	IL	60682	1.200.00
JG INC	2910 INKSTER RD STE 200	CHICAGO	IL	60682	
Jo Cowana	867 Monterey Road	CHICAGO	IL	60682	
JOY ALLEN DAILY	502 DOVE DRIVE	CHICAGO	IL	60682	
JOHNSON CONTROLS	5757 NORTH GREEN BAY AVENUE	CHICAGO	IL	60682	
JOSEPH D GONDOLA	4789 TOPAZ ST	CHICAGO	IL	60682	
JPY DESIGN GROUP INC	THE EMPIRE STATE BUILDING	CHICAGO	IL	60682	

[illegible]

[illegible]

Hoop Retail Stores, LLC
Exhibit F-1
Unsecured Non-Priority Claims
Case No. 08-1046 - BLS

CLAIMANT	ADDRESS	CITY/STATE	ZIP	TELEPHONE	TELETYPE	COUNTRY	DEBIT
PONTE GARCIA CALIFORNIA, LLC	1221 BELLEVILLE SUITE 1080	MIAMI	33131			USA	10,911.11
POP TV LLC	5059 MAUREEN LANE	MIAMI	33131			USA	20,181.38
PR KITSAP MALL LLC	UNIT A PO BOX 2598-5825	KOSKOPARK	90341-259			USA	7,777.28
PR WASHINGTON SQUARE LLC	DEPT 2598-5870	LOS ANGELES	90341-259			USA	2,467.28
PR BEAVER VALLEY LP	PO BOX 7777	PHILADELPHIA	19175-0284			USA	2,105.28
PR CAPITAL CITY LP	W510284	CLEVELAND	44183			USA	2,155.58
PR EXTON LIMITED PARTNERSHIP	CAPITAL CITY MALL	PHILADELPHIA	19102			USA	12,861.58
PR SPRINGFIELD DELCO LP	PO BOX 838	CLEVELAND	44183-0002			USA	7,827.58
PR VALLEY LP WEUHOYPO AG	SPRINGFIELD MALL	MAVERN	19355			USA	102.00
PR WIL LIMITED PARTNERSHIP	200 S BROAD F13	PHILADELPHIA	19102-3815			USA	38,395.88
PROCESS DISPLAYS PRINTING INC	3RD FLOOR	PHILADELPHIA	19102			USA	10,004.80
PRODUCTIONWORKS INC	US BANK NA AS TRUSTEE (WYOMING VALLEY MALL)	PHILADELPHIA	19102			USA	8,718.54
PROMOSTYL TREND OFFICE LTD	14826 DICKENS ST #5	MINNEAPOLIS	55427			USA	122,541.40
PROTECH INTERNATIONAL CORP	250 W 39 STREET	SHERMAN OAKS	91403			USA	206,182.64
PRYAMID WALDEN COMPANY LP	180 KEYLAND COURT	NEW YORK	10018			USA	5,346.00
QWEST	THE CLINTON EXCHANGE	BOHEMIA	11716			USA	81.57
QWEST	PO BOX 173538	SYRACUSE	13202-1034			USA	20,024.58
QWEST	PO BOX 28039	DENVER	80217-3538			USA	-60.21
QWEST	PO BOX 28039	PHOENIX	85038-8039			USA	-58.04
QWEST	5740 CAMINO REAL	PHOENIX	85038-8039			USA	503.38
QUADRON HOUSE	1748 BROADWAY	NEW YORK	10019			USA	73,831.28
QUADRON JINCE CERAMICS CO LTD	QUADRON VILLAGE, QIANGDONG TOWN	GUANGDONG	CHINA			CHINA	51,942.48
RCS LOGISTICS INC	182-25 190TH AVENUE	SPRINGFIELD GARDEN	11413			USA	307,897.71
RO VIES & COMPANY INC	200 WILLIAM STREET	PORTCHESTER	10573			USA	186,561.00
READY FOR MEDIA INC	18482 PACIFIC COAST HWY	MALIBU	90263			USA	8,675.00
REBECCA POSERS	21302 ROBERT STREET	CASTRO VALLEY	94546			USA	82.30
REGAL LIMOUSINE	P.O. BOX 8432	SADDLE BROOK	07653			USA	426.75
REGENCY ENTERPRISES	16855 ARMINA ST	VAN NUYS	91406			USA	177,074.57
Reliance Bank	4518 N. Siering Ave	Peoria	61615			USA	100.00
RELIANT LIFE INSURANCE	COMPANY	MINNEAPOLIS	55401			USA	19,945.08
RENTACRATE LLC	124 PROSPECT ST	WALTHAM	02453			USA	4,815.50
RESOURCE SOLUTIONS (H&I) LTD	905 GREENFIELD TOWER	TSINGHATSU	HONG KONG			HONG KONG	188,433.96
RETAIL MOS INC	2809 SUNSET AVENUE	NORRISTOWN	19403			USA	800.00
RETAIL PLANNING & CONSTRUCTION	735 BRICH AVENUE	BENSALEM	19020			USA	5,395.50
RETH ASSOCIATES INC	4152 TERRAMERE AVE	ARLINGTON HEIGHTS	60004			USA	38,840.00
RFCY CONSULTANTS CORPORATION	122 EAST 42ND STREET	NEW YORK	10168-1088			USA	2,837.00
RICHARD A BERNAUDEZ	1782 US HWY RT 18	EAST BRUNSWICK	08816			USA	11,979.44
RICHARD STAR GLOBAL LIMITED	2057 EAST FOOTHILL BLVD	PASADENA	91107			USA	2,051.22
RICHMOND ASSOCIATES LLC	8F-2 NO 31 LANE 200	TAIPEI	10000000			TAIWAN	47,387.60
RIVERSIDE CROSSINGS	ONE RODNEY SQUARE	WILMINGTON	16801			USA	7,145.73
RMS INVESTMENT CORPORATION	HILLTOP MALL	DETROIT	48267-0002			USA	7,700.89
ROBEY ROSS FINANCIAL	SOS-12-1798	MINNEAPOLIS	55485-1788			USA	8,675.00
ROBERT M FORSTING	1850 TERMINAL TOWER	CLEVELAND	44113-2282			USA	4,161.07
ROBERT SCHWARTZMAN	384 PACE DEVELOPMENT GROUP LLC	CLEVELAND	44113			USA	157.75
ROCKVALE OUTLET CENTER	THE MALL AT ROBINSON	NEW YORK	10012			USA	4,890.00
ROCKVALE & ASSOCIATES PUBLIC	384 ROCKVALE SQUARE OUTLETS	CLEVELAND	44113			USA	17,223.08
ROSE DISPLAYS LTD	3712 DEL MAR AVE	LANCASTER	17602			USA	11,515.49
ROSEVILLE CITY OF	35 CONGRESS STREET	SAN DIEGO	92108			USA	45,816.85
ROSEVILLE CITY OF	311 VERNON ST #205	SALEM	01870			USA	289.00
ROVALKING INDUSTRIAL CORP ON	5672 COLLECTIONS CENTER	ROSEVILLE	95678			USA	250.00
RS KNAPP COMPANY INC	4355 RUA XU RD HUAXIN	CHANGCHU	80553			China	555.50
RS PROPERTIES INC	1000 WALL STREET WEST	LYNDHURST	07071			USA	72,525.82
RSA EXPRESS	REGENCY SQ MALL	MINNEAPOLIS	55486-009			USA	9,844.00
RSM MAINTENANCE LLC	PO BOX 120187	STATEN ISLAND	10310			USA	14,443.89
S.P. APPARELS	461 FROM ROAD 2ND FL	PARAULUS	07652			USA	3,953.25
SABINE MEYER ZU RECKENDORF	39-A EXTENSION STREET	PARAULUS	07652			USA	9,257.04
SACRAMENTO COUNTY	2689 N RAYMOND AVE	ALTADENA	91001			USA	820.00
SAFE & SOUND ARMED COURIER INC	BUSINESS LICENSING UNIT	SACRAMENTO	95814-1285			USA	150.00
SAN GIORGIO GALLERIA	P.O. BOX 1469	BAYVILLE	11709			USA	4,775.19
SANGLERTOWN SQUARE LLC	PO BOX 88 505 12 2931	MINNEAPOLIS	55486-008			USA	24,118.48
SANTA ANA VENTURE	PO BOX 3284	BUFFALO	14200-3284			USA	14,197.87
SARASOTA SHOPPING TOWN LLC	PO BOX 31001-0773	PASADENA	91110-0773			USA	19,224.50
	PO BOX 31001-0773	PASADENA	91110-0773			USA	14,951.71
	FILE #9/405	LOS ANGELES	90074-740			USA	

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Hoop Retail Stores, LLC
Exhibit F-1
Unsecured Non-Priority Claims
Case No. 06-1048 - BLS

Debtor Name	Address	City	State	Zip	Case No.	Amount
TOANICA PIZZA LLC	ATTENTION: LEASE ADMINISTRATION 500 LAPP ROAD	LOS ANGELES, CA	CA	90074-4173	00074-4173	20,744.05
TOTAL FACILITY INC	ING	MALVERN, PA	PA	19355	19355	163,877.29
TOTAL TRANSPORTATION SERVICES	16725 SOUTH FERRIS PLACE	RANCHO DOMINGUEZ, CA	CA	90220	90220	14,193.57
TOWN CENTER AT COBB LLC	PO BOX 281552	ATLANTA, GA	GA	30384-1552	30384-1552	17,942.31
TOWN EAST MALL PARTNERSHIP	PO BOX 98 SCS 12 1514	MINNEAPOLIS, MN	MN	55466-0038	55466-0038	13,935.72
TOWN OF BRANTREE	1 UNION PLACE	BRANTREE, MA	MA	02184	02184	75.00
TRICARCO ARCHITECTURE AND	DESIGN PC	WAYNE, NJ	NJ	07470	07470	42,228.41
TRL SYSTEMS	4403 AIRPORT DRIVE	ONTARIO, CA	CA	91761	91761	500.00
TRUMBULL SHOPPING CENTER 2 LLC	FILE 58817	LOS ANGELES, CA	CA	90074-481	90074-481	21,268.37
TUN YUN TEXTILE CO., LTD.	HSN-TAI 5TH ROAD	TAIPEI COUNTY, TAIWAN	TAIWAN	48267-0002	48267-0002	4,076.94
TYMB ASSOCIATES LLC	PO BOX 67000 DEPT 52701	Detroit, MI	MI	48267-0002	48267-0002	21,894.51
TYLER MALL LTD PARTNERSHIP	2143 PAYSPIRE CIR	GREENSBORO, NC	NC	27408	27408	15,230.17
TYSON'S CORNER HOLDINGS LLC	ATTN: LEGAL DEPT	CHICAGO, IL	IL	60674-0021	60674-0021	18,899.48
U.S. GRAPHICS	SUITE 225	SANTA MONICA, CA	CA	90401	90401	22,985.03
UBAN ROSEVILLE LLC	PO BOX 31001-0782	CLAREMONT, CA	CA	91711	91711	132.17
U-HAUL INTERNATIONAL	PO BOX 52128	SANTA ANA, CA	CA	92704	92704	31,403.04
ULTIMATE SERVICES INC	2200 S LAKESIDE DRIVE	PASADENA, CA	CA	91101-0782	91101-0782	15,662.36
UNION MANUFACTURING CO	43 FADEM ROAD	PHOENIX, AZ	AZ	85072-2128	85072-2128	611,317.53
UNITED INDEPENDENT SCHOOL DIST	180 NANTIC AVENUE	WILMINGTON, DE	DE	19805	19805	385,468.03
UNITED MAINTENANCE SYSTEMS	MRS MARTI ANN CATES	PROVIDENCE, RI	RI	02907	02907	236,112.00
UNITED STATES BUILDING	221 E WYATT AVE #204	LABEJO, TX	TX	78641	78641	3,061.05
UNITED STATES EMERGENCY GLASS	PO BOX 100789	PHILADELPHIA, PA	PA	19101-0001	19101-0001	9,801.22
UNITED VAN LINES INC	CHE UNITED DRIVE	RAHWAY, NJ	NJ	07065	07065	7,578.86
UNISON LOGISTICS-A HUB GROUP	1800 BISHOP LN SUITE 300	STOUTTOWN, MA	MA	02072-1511	02072-1511	6,961.59
UPS SUPPLY CHAIN SOLUTIONS INC	DBA LOGAN VALLEY MALL	FENTON, MO	MO	63026	63026	25,442.24
US BANK NA AS TRUSTEE	PO BOX 951738	LOUISVILLE, KY	KY	40218	40218	1,956.38
US BANK NA AS TRUSTEE	DBA LOGAN VALLEY MALL	LOUISVILLE, KY	KY	40218	40218	1,404.97
US BANK NA AS TRUSTEE	PO BOX 951776	CLEVELAND, OH	OH	44183	44183	5,558.48
US CUSTOMS SERVICE	PO BOX 100789	CLEVELAND, OH	OH	44183	44183	741.64
US-1 SIGNS MAINTENANCE EXPERTS	A DIVISION OF US SIGNS	ATLANTA, GA	GA	30324	30324	1,442,888.01
VALENCIA TOWN CENTER VENTURE LP	1800 BERING DR STE 700	HOUSTON, TX	TX	77057	77057	10,100.11
VALLEY VIEW MALL LLC	11601 WILSHIRE BLVD	LOS ANGELES, CA	CA	90025-1748	90025-1748	20,571.80
VANCOUVER MALL	SUITE 500	MINNEAPOLIS, MN	MN	55468-153	55468-153	9,455.75
VANCOUVER MALL LLC	PO BOX 54735	CHATTANOOGA, TN	TN	37421-6000	37421-6000	19,217.48
VERIFONE INC	4660 SOLUTIONS CENTER	LOS ANGELES, CA	CA	90074-4173	90074-4173	9,544.35
VERIZON	PO BOX 1757	VANCOUVER, WA	WA	98662	98662	182.10
VERIZON	PO BOX 4833	CHICAGO, IL	IL	60677-4000	60677-4000	15,213.78
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	358.96
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	2.84
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	315.91
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	411.23
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	955.10
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	3.32
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	238.12
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	285.33
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	5.08
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	173.67
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	19.16
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	119.35
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	104.74
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	426.74
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	59.72
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	178.89
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	2,260.83
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	160.05
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	195.01
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	193.36
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	43.34
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	213.61
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	733.02
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	4,384.74
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	12,388.97
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	4,384.74
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	31,850.45
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	170,553.48
VERIZON	PO BOX 1757	BALTIMORE, MD	MD	21287-0513	21287-0513	25,317.75

EXHIBIT D

**RD WEIS
COMPANIES**
Fall-Service Commercial Flooring Specialists

 200 William Street
 Port Chester, NY 10573

Invoice

Invoice Number:

40714

Invoice Date:

2/29/08

Page:

1

Sold To:

 Hoop Retail Stores
 915 Secaucus Road
 Secaucus, NJ 07094

Ship to or Service Location:

 The Children's lace #6549
 9501 Arlington Expressway
 Jacksonville, FL 32225

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	3/30/08
Description				Amount
PROJECT: #954.2007 Furnish Milliken Broadloom carpet to for the above location.				
MATERIAL				11,883.36
FREIGHT				650.00
SALES TAX PASS THROUGH FROM MILL				733.84

Remit Payments To:
 RD Weis Companies, Inc.
 200 William Street
 Port Chester, NY 10573
 Phone: 914.937.9337
 Fax: 914.937.9620

Subtotal	13,267.20
Sales Tax	
Total Invoice Amount	13,267.20
Payments Received	
TOTAL	\$ 13,267.20



Injury Free Company since 2004

Entered By

XSS112

BUSINESS GRAPHIC CORP. (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable
RECEIVED, subject to the conditions and terms printed on the back of this Original Bill of Lading.

Not to be used for ORDER NOTE SHIPMENTS.

DATE

XPRESS GLOBAL SYSTEMS800-367-4416
XPRESS GLOBAL SYSTEMS
1-16651

CUSTOMER E.O. NO. 16051		ROUTE		SHIPMENT MULDER 16051	
TO: CONSIGNEE <i>Modular Designs</i>				FROM: SHIPPER <i>Primavera Dist.</i>	
STREET <i>4801 E. Park Court Suite 208</i>				STREET <i>2700 Riverside Drive</i>	
(DESTINATION) CITY, STATE, ZIP <i>Jacksonville, FL 32216</i>				(ORIGIN) CITY, STATE, ZIP <i>Chattanooga, TN 37406</i>	
C.O.D. AMT. \$ <input type="checkbox"/> FEE PRD. <input type="checkbox"/> COL <input type="checkbox"/>				IS CUSTOMER'S CHECK ACCEPTABLE FOR C.O.D.? YES <input type="checkbox"/> NO <input type="checkbox"/>	
NO. SHIPMENTS UNIT	QTY PER	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS (LIST HAZARDOUS MATERIALS FIRST)		WEIGHT LBS. (GROSS WEIGHT)	<p>NOTE: When the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.</p> <p>The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding</p> <p>\$ _____</p> <p>or</p> <p>\$ _____</p> <p>Shippers Section 2 of the conditions of this agreement is in effect and is hereby agreed to by the shipper. No other charges shall apply for the following statement:</p> <p>The carrier shall not be responsible for any loss, damage, or delay to the property of the shipper, except as provided in the conditions of this agreement.</p> <p>Shipment of property is subject to the conditions of this agreement.</p> <p>Freight charges</p> <p>PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/></p> <p>Freight prepaid except when collected on above is checked</p>
1 Roll		CARPET 150 sq		689	
1 Roll		CARPET 197 sq		675	
1 Roll		CARPET 159 sq		729	
ATTN: Paul Young 904-296-9355					
TOTAL				TOTAL	

RECEIVED, subject to the conditions and terms printed on the back of this Original Bill of Lading. The property described herein is shipped under order. Carrier is not responsible for loss, damage, or delay to the property of the shipper, except as provided in the conditions of this agreement.

Shippers Section 2 of the conditions of this agreement is in effect and is hereby agreed to by the shipper. No other charges shall apply for the following statement:

The carrier shall not be responsible for any loss, damage, or delay to the property of the shipper, except as provided in the conditions of this agreement.

Shipment of property is subject to the conditions of this agreement.

Freight charges

PREPAID ☐ COLLECT ☐

Freight prepaid except when collected on above is checked

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

SHIPPER *Primavera Dist.*
 PER *Rufus Smith*

XPRESS GLOBAL SYSTEMS

DRIVER

TRAILER

PIECES

DATE

MARK "X" IN "HM" COLUMN FOR HAZARDOUS MATERIALS



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40745

Invoice Date:

3/3/08

Page:

1

Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6432
3401 Dale Road
MODESTO, CA 95356

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #933.2007 Furnish Milliken Broadloom Carpet.				
MATERIAL				
Sales tax pass through from mill.				7,834.42
NOTE: FREIGHT TO BE CHARGED ONCE CARPET HAS SHIPPED FROM WAREHOUSE.				509.72

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	8,344.14
Sales Tax	
Total Invoice Amount	8,344.14
Payments Received	
TOTAL	\$ 8,344.14



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40747

Invoice Date:

2/29/08

Page:

1

Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6615
460 Broadway Mall
Hicksville, NY 11801

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	3/30/08
Description				Amount
PROJECT: #928.2007 Furnish Milliken Broadloom carpet. MATERIAL NOTE: Freight to be billed once carpet has left warehouse.				14,150.58
Remit Payments To: RD Weis Companies, Inc. 200 William Street Port Chester, NY 10573 Phone: 914.937.9337 Fax: 914.937.9620				
Subtotal				14,150.58
Sales Tax				
Total Invoice Amount				14,150.58
Payments Received				
TOTAL				\$ 14,150.58



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40748

Invoice Date:

3/3/08

Page:

1

Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6566
14200 East Alameda Avenue
Aurora, CO 80012

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #936.2007 Furnish Milliken Broadloom carpet.				
MATERIAL				10,401.33
Sales tax pass through from mill.				720.32
NOTE: Freight will be charged once carpet as left warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	11,121.65
Sales Tax	
Total Invoice Amount	11,121.65
Payments Received	
TOTAL	\$ 11,121.65



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:
40749

Invoice Date:
3/3/08

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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6422
6600 Menaul Blvd.
Albuquerque, NM 87710

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #931 2007 Furnish Milliken broadloom carpet.				
MATERIAL				9,697.71
Sales tax pass through from mill				427.76
NOTE: Freight to be charged once carpet has left warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,125.47
Sales Tax	
Total Invoice Amount	10,125.47
Payments Received	
TOTAL	\$ 10,125.47



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:
40750

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3/3/08

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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:
The Children's Place #6507
3233 Linden Road
Flint, MI 48507

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #934.2007 Furnish Milliken broadloom carpet. NOTE: Freight to be billed once carpet leaves warehouse.				9,870.23

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	9,870.23
Sales Tax	
Total Invoice Amount	9,870.23
Payments Received	
TOTAL	\$ 9,870.23



Injury Free Company since 2004



Full-Service Commercial Flooring specialists

200 William Street
Port Chester, NY 10573

Invoice

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40751

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6500
293 Montgomery Mall
North Wales, PA 19454

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #959.2007 Furnish Milliken Broadloom carpet.				10,046.13
Sales tax pass through from mill.				531.76
NOTE: Freight will be charged once carpet leaves warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,577.89
Sales Tax	
Total Invoice Amount	10,577.89
Payments Received	
TOTAL	\$ 10,577.89



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:
40752

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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:
The Children's Place #6630
159 Yorktown Center
Lombard, IL 60148

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #950.2007 Furnish Milliken Broadloom carpet.				16,942.39
Sales tax pass through from mill.				934.15
NOTE: Freight will be charged once carpet has left warehouse.				
Remit Payments To: RD Weis Companies, Inc. 200 William Street Port Chester, NY 10573 Phone: 914.937.9337 Fax: 914.937.9620				
Subtotal				17,876.54
Sales Tax				
Total Invoice Amount				17,876.54
Payments Received				
TOTAL				\$ 17,876.54



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6444
115 Quaker Ridge Mall
Lawrenceville, NJ 08648

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #957.2007 Furnish Milliken Broadloom carpet.				10,199.36
NOTE: Freight will be charged once carpet has left mill.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,199.36
Sales Tax	
Total Invoice Amount	10,199.36
Payments Received	
TOTAL	\$ 10,199.36



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:
40754

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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6374
3320 Silas Creek Parkway
Winston-Salem, NC 27103

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #956.2007 Furnish Milliken broadloom carpet.				9,593.47
Sales tax pass through from mill.				571.27
NOTE: Freight will be charged once carpet ships from warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,164.74
Sales Tax	
Total Invoice Amount	10,164.74
Payments Received	
TOTAL	\$ 10,164.74



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6360
2000 Walden Avenue
Buffalo, NY 14225

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #952.2007 Furnish Milliken broadloom carpet. NOTE: Freight to be charge once carpet has left warehouse.				10,274.42

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,274.42
Sales Tax	
Total Invoice Amount	10,274.42
Payments Received	
TOTAL	\$ 10,274.42



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

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Invoice Date:

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6514
2727 North Fairfield Rd.
Dayton, OH 45431

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #948.2007 Furnish Milliken broadloom carpet.				8,577.13
Sales tax pass through from mill.				529.67
NOTE: Freight to be charged once carpet has left warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	9,106.80
Sales Tax	
Total Invoice Amount	9,106.80
Payments Received	
TOTAL	\$ 9,106.80



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:
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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6603
3571 Capital Mall Drive
Camp Hill, PA 17011

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #947.2007 Furnish Milliken Broadloom carpet.				13,854.28
Sales tax pass through from mill.				733.33
NOTE: Freight will be charged once carpet has left warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	14,587.61
Sales Tax	
Total Invoice Amount	14,587.61
Payments Received	
TOTAL	\$ 14,587.61



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6583
Route 83 & Paxton Street
Harrisburg, PA 17111

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #946.2007 Furnish Milliken broadloom carpet. Sales tax pass through from mill NOTE: Freight to be charged once carpet has left warehouse.				11,065.86 854.20

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	11,920.06
Sales Tax	
Total Invoice Amount	11,920.06
Payments Received	
TOTAL	\$ 11,920.06



Injury Free Company since 2004

RD WEIS COMPANIES

Full-Service Commercial Flooring Specialists

200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40759

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Sold To:Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094**Ship to or Service Location:**The Children's Place #6595
1223 Niagara Falls Blvd.
Amherst, NY 14226

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PIT	4/2/08
Description				Amount
PROJECT: #927.2007 Furnish Milliken broadloom carpet.				12,381.89
Sales tax pass through from mill.				955.78
NOTE: Freight to be charged once carpet has left warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	13,337.67
Sales Tax	
Total Invoice Amount	13,337.67
Payments Received	
TOTAL	\$ 13,337.67



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6556
24155 Laguna Hills Mall
Laguna Hills, CA 92653

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #929.2007 Furnish Milliken broadloom carpet.				14,049.73
Sales tax pass through from mill				1,022.55
NOTE: Freight will be charged once carpet has left warehouse.				
Remit Payments To: RD Weis Companies, Inc. 200 William Street Port Chester, NY 10573 Phone: 914.937.9337 Fax: 914.937.9620				
Subtotal				15,072.28
Sales Tax				
Total Invoice Amount				15,072.28
Payments Received				
TOTAL				\$ 15,072.28



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:
40761

Invoice Date:
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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6568
24201 W. Valencia Blvd.
Valencia, CA 91355

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #930.2007 Furnish Milliken Broadloom carpet.				11,531.55
Sales tax pass through from mill.				839.28
NOTE: Freight will be charged once carpet leaves warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	12,370.83
Sales Tax	
Total Invoice Amount	12,370.83
Payments Received	
TOTAL	\$ 12,370.83



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40762

Invoice Date:

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6309
2000 Galleria Mall
Birmingham, AL 35244

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #960.2007 Furnish Milliken Broadloom carpet.				8,902.88
Sales tax pass through from mill.				706.87
NOTE: Freight to be charged once carpet leaves warehouse.				
Remit Payments To: RD Weis Companies, Inc. 200 William Street Port Chester, NY 10573 Phone: 914.937.9337 Fax: 914.937.9620				
Subtotal				9,609.75
Sales Tax				
Total Invoice Amount				9,609.75
Payments Received				
TOTAL				\$ 9,609.75



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40763

Invoice Date:

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6619
267 Golf Mill Center
Niles, IL 60714

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #949.2007 Furnish Milliken Broadloom carpet.				15,359.24
Sales tax pass through from mill.				846.86
NOTE: Freight will be charged once carpet leaves warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	16,206.10
Sales Tax	
Total Invoice Amount	16,206.10
Payments Received	
TOTAL	\$ 16,206.10



Injury Free Company since 2004

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The Children's Place #6473
743 Park City Center
Lancaster, PA 17601



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6531
320 West Kimberly Rd.
Davenport, IA 52806

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #939.2007 Furnish Milliken Broadloom carpet.				10,137.34
Sales tax pass through from mill.				626.02
NOTE: Freight will be charged once carpet has left warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,763.36
Sales Tax	
Total Invoice Amount	10,763.36
Payments Received	
TOTAL	\$ 10,763.36



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

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Invoice Number:
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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:
The Children's Place #6573
1277 Broadway
Saugus, MA 01906

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #926.2007 Furnish Milliken broadloom carpet. NOTE: Freight will be charged once carpet has left warehouse.				14,027.32
Remit Payments To: RD Weis Companies, Inc. 200 William Street Port Chester, NY 10573 Phone: 914.937.9337 Fax: 914.937.9620				
Subtotal				14,027.32
Sales Tax				
Total Invoice Amount				14,027.32
Payments Received				
TOTAL				\$ 14,027.32



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6508
212 Strafford Square
Bloomington, IL 60108

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08

Description	Amount
PROJECT: #951.2007 Furnish Milliken broadloom carpet.	9,928.86
Sales tax pass through from mill.	547.45
NOTE: Freight will be charged once carpet has left warehouse.	

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,476.31
Sales Tax	
Total Invoice Amount	10,476.31
Payments Received	
TOTAL	\$ 10,476.31



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:
The Children's Place #6488
Coolsprings Galleria
Franklin, TN

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #859.2007 Furnish Milliken Broadloom Carpet to the above location.				9,368.57
Sales tax pass through from mill				764.50
NOTE: Freight will be charged once carpet has left the warehouse.				
Remit Payments To: RD Weis Companies, Inc. 200 William Street Port Chester, NY 10573 Phone: 914.937.9337 Fax: 914.937.9620				
Subtotal				10,133.07
Sales Tax				
Total Invoice Amount				10,133.07
Payments Received				
TOTAL				\$ 10,133.07



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6436
2300 East Lincoln Highway
Langhorne, PA 19047

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #962.2007 Furnish Milliken Broadloom carpet.				10,007.04
Sales tax pass through from mill.				529.69
NOTE: Freight will be charged once carpet has left warehouse.				
Remit Payments To: RD Weis Companies, Inc. 200 William Street Port Chester, NY 10573 Phone: 914.937.9337 Fax: 914.937.9620				
Subtotal				10,536.73
Sales Tax				
Total Invoice Amount				10,536.73
Payments Received				
TOTAL				\$ 10,536.73



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6481
204 Wyoming Valley Mall
Wilkes-Barre, PA 18702

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #965.2007 Furnish Milliken Broadloom carpet.				9,505.39
Sales tax pass through from mill.				503.14
NOTE: Freight will be charged once carpet has left warehouse.				
Remit Payments To: RD Weis Companies, Inc. 200 William Street Port Chester, NY 10573 Phone: 914.937.9337 Fax: 914.937.9620				
Subtotal				10,008.53
Sales Tax				
Total Invoice Amount				10,008.53
Payments Received				
TOTAL				\$ 10,008.53



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

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Sold To:
Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6466
3811 South Cooper
Arlington, TX 76015

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08

Description	Amount
PROJECT: #964.2007 Furnish Milliken broadloom carpet.	8,521.62
Sales tax pass through from mill.	451.06
NOTE: Freight will be charged once carpet has left warehouse.	

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	8,972.68
Sales Tax	
Total Invoice Amount	8,972.68
Payments Received	
TOTAL	\$ 8,972.68



Injury Free Company since 2004

**RD WEIS
COMPANIES**
Full Service Commercial Flooring Specialists

 200 William Street
 Port Chester, NY 10573

Invoice

Invoice Number:

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Sold To:

 Hoop Retail Stores
 915 Secaucus Road
 Secaucus, NJ 07094

Ship to or Service Location:

 The Children's Place #6511
 206 The Mall at Steamtown
 Scranton, PA 18503

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #966.2007 Furnish Milliken broadloom carpet.				10,163.40
Sales tax pass through from mill.				537.97
NOTE: Freight will be charged once carpet has left warehouse.				
Remit Payments To:				
RD Weis Companies, Inc.				
200 William Street				
Port Chester, NY 10573				
Phone: 914.937.9337				
Fax: 914.937.9620				
Subtotal				10,701.37
Sales Tax				
Total Invoice Amount				10,701.37
Payments Received				
TOTAL				\$ 10,701.37



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

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Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6387
Carousel Center
Carousel Center, NY

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08

Description	Amount
PROJECT: #849.2007 Furnish Milliken broadloom carpet to the above location. NOTE: Freight will be charged once carpet leaves warehouse.	10,883.44

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,883.44
Sales Tax	
Total Invoice Amount	10,883.44
Payments Received	
TOTAL	\$ 10,883.44



Injury Free Company since 2004

**RD WEIS
COMPANIES**
Full-Service Commercial Flooring Specialists

 200 William Street
 Port Chester, NY 10573

Invoice
Invoice Number:

40774

Invoice Date:

3/3/08

Page:

1

Sold To:

 Hoop Retail Stores
 915 Secaucus Road
 Secaucus, NJ 07094

Ship to or Service Location:

 The Children's Place #6547
 Jefferson Valley Mall
 , NY

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NAT'L - PJT	4/2/08
Description				Amount
PROJECT: #855.2007 Furnish Milliken Broadloom carpet to the above location. NOTE: Freight will be charged once carpet has left warehouse.				11,176.61

Remit Payments To:
 RD Weis Companies, Inc.
 200 William Street
 Port Chester, NY 10573
 Phone: 914.937.9337
 Fax: 914.937.9620

Subtotal	11,176.61
Sales Tax	
Total Invoice Amount	11,176.61
Payments Received	
TOTAL	\$ 11,176.61



Injury Free Company since 2004

RD WEIS COMPANIES

Full-Service Commercial Flooring Specialists

200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40775

Invoice Date:

3/3/08

Page:

1

Sold To:Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094**Ship to or Service Location:**The Children's Place #6574
Meriden Square
, CT

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #854.2007 Furnish Milliken Broadloom Carpet to the above location. NOTE: Freight will be charged once carpet leaves the warehouse.				10,645.51

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	10,645.51
Sales Tax	
Total Invoice Amount	10,645.51
Payments Received	
TOTAL	\$ 10,645.51



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40776

Invoice Date:

3/3/08

Page:

1

Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6469
Holyoke Mall
, MA

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #856.2007 Furnish Milliken Broadloom Carpet to the above location.				11,062.47
NOTE: Freight will be charged once carpet leaves warehouse.				

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	11,062.47
Sales Tax	
Total Invoice Amount	11,062.47
Payments Received	
TOTAL	\$ 11,062.47



Injury Free Company since 2004



200 William Street
Port Chester, NY 10573

Invoice

Invoice Number:

40777

Invoice Date:

3/3/08

Page:

1

Sold To:

Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094

Ship to or Service Location:

The Children's Place #6474
Galleria at Crystal Run
Middletown, NY

Attn:

Customer PO	Payment Terms	Customer ID:	Sales Rep ID	Due Date
	Net 30 Days	HOOP RETAIL PRJ	ROSE NATL - PJT	4/2/08
Description				Amount
PROJECT: #857.2007 Furnish Milliken Broadloom Carpet to the above location. NOTE: Freight will be charged once carpet has left warehouse.				9,619.53

Remit Payments To:
RD Weis Companies, Inc.
200 William Street
Port Chester, NY 10573
Phone: 914.937.9337
Fax: 914.937.9620

Subtotal	9,619.53
Sales Tax	
Total Invoice Amount	9,619.53
Payments Received	
TOTAL	\$ 9,619.53



Injury Free Company since 2004

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Milliken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
112 SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - W5R0

F/A R D WEIS & CO
Message:

PREPAY O

DATE		P.O. NUMBER		STORE NUMBER		SHIPPER ORDER NO.		CARRIER NAME		CARRIER PRO NUMBER			
3-Jan-08		16039				0712109485		LGM EXPRESS STOPS					
CUSTOMER PRODUCT#	DESCRIPTION	SLIDE MARK	PATTERN / COLOR NAME	PATTERN / COLOR / DYE/NOT #	MPG	PIECE #	TPR	WIDTH	LENGTH	UNIT	ORDER QTY	SHIP QTY	SHIP-WGT
ROLL	CHILD PL 6573		ROYAL RHE PAD / BROADLOOM	571414 / 92753 / 80890	325111380			FT IN	FT IN	SOYD	58	58	272
								13 6	38 5	.....	.....	.....	.....
ROLL	CHILD PL 6573		ROYAL RHE PAD / BROADLOOM	571414 / 92753 / 80890	325111330			FT IN	FT IN	SOYD	112	112	517
								13 6	74 7	.....	.....	.....	.....
ROLL	CHILD PL 6573		ROYAL RHE PAD / BROADLOOM	571414 / 92753 / 80890	325111326			FT IN	FT IN	SOYD	205	205	935
								13 6	136 5	.....	.....	.....	.....
ROLL	CHILD PL 6573		ROYAL RHE PAD / BROADLOOM	571414 / 92753 / 80670	325111305			FT IN	FT IN	SOYD	109	109	503
								13 6	72 7	.....	.....	.....	.....
ROLL	CHILD PL 6573		ROYAL RHE PAD / BROADLOOM	571414 / 92753 / 80890	325111357			FT IN	FT IN	SOYD	56	56	261
								13 6	36 10	.....	.....	.....	.....
TOTALS													
5 PIECE(S)											WEIGHT 2488 LBS		

store # 6573
Saugus MA11
Saugus, MA 01906

926.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @PRIMAVERA DISTRIBUTING
P# 112 SEXTON P# 800 255 9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSRD

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
3-Jan-08	16040		0712109476	IGW EXPRESS STOPS	

CUSTOMER PRODUCT#	DESCRIPTION SIDE MARK	PATTERN / COLOR NAME	HTG PIRCE #	ISR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-NGT
	ROLL	ROYAL RHE PAD / BROADLOOM	325111375		FT IN	FT IN	SQYD	238	238	1085
	CHILDRENS PLACE	571414 / 92753 / 80890			13 6	1587				
	ROLL	ROYAL RHE PAD / BROADLOOM	325111376		FT IN	FT IN	SQYD	238	238	1082
	CHILDRENS PLACE	571414 / 92753 / 80890			13 6	1582				
TOTALS										
2 PIRCE(S)									WEIGHT	2167 LBS

Store # 6592
Gmherst NY 14226

927.07

Packing List

PAGE 1 OF 1

FROM:

WILLIKEN & COMPANY
300 Lucken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSRQ

F/A R D WEIS & CO

Message:

PREPAX O

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER							
3-Jan-08	16041		0712109440	LGW EXPRESS STOPS								
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	PAVEMENT / COLOR / DYELOT #	MFG. PIECE #	TPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT	
	ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	325111364		13	6	1500	SOYD	225	225	1027
	CHILD PL 6615	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	325111365		13	6	1328	SOYD	199	199	909
	ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	325111331		13	6	9410	SOYD	141	141	648
	CHILD PL 6615											
TOTALS												
3 PIECE(S)										WEIGHT 2584 LBS		

store # 6615
460 Broadway MAIL
Hicksville NY 11801

928.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEKON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSRG

F/A R D WEIS & CO
Message:

PREPAY 0

P.O. NUMBER		STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER							
3-Jan-08		16042	0712109456	LGM EXPRESS STOPS								
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME		MTG	TPR	WIDTH	LENGTH	UNIT	ORDER			
	SIDE MARK	PATTERN/	COLOR /DYELOT #	PIECE #					QTY	SHIP QTY SHIP-WGT		
	ROLL	ROYAL ENH PAD / BROADLOOM		325111367		FT IN	FT IN	SOYD	150	150	689	
	CHILD PL 6556	571414 / 92753 / 80890				13 6	100'0	.....	.....	.....	.....
	ROLL	ROYAL ENH PAD / BROADLOOM		325111368		FT IN	FT IN	SOYD	150	150	689	
	CHILD PL 6556	571414 / 92753 / 80890				13 6	99 5	.....	.....	.....	.....
	ROLL	ROYAL ENH PAD / BROADLOOM		325111329		FT IN	FT IN	SOYD	240	240	1094	
	CHILD PL 6556	571414 / 92753 / 80890				13 6	160'0	.....	.....	.....	.....
TOTALS												
										3	PIECE(S)	WEIGHT 2468 LBS

Store 6556
Laguna Hills Mall
Laguna CA 92653

929.09

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LITZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSRM

F/A R D WEIS & CO
Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
3-Jan-08	16043		0712109451	LGM EXPRESS STOPS	

CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	PIECE #	MPR	WIDTH	LENGTH	UNIT	QTY	SHIP-QTY	SHIP-WGT
	ROLL	ROYAL RHE PAD / BROADLOOM	325111333		13	6	1500	SOYD	225	225
	CHILD PL 6568	571414 / 92753 / 80890			13	6	1500	SOYD	218	218
	ROLL	ROYAL RHE PAD / BROADLOOM	325111334		13	6	1450	SOYD	218	218
	CHILD PL 6568	571414 / 92753 / 80890			13	6	1450	SOYD	218	218

TOTALS

2	PIECE(S)	WEIGHT 2020 LBS
---	----------	-----------------

Store 6568
24201 W. Valencia Blvd.
Valencia CA 91355

930.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711

SHIP# - WSRX

F/A R D WEIS & CO

PREPAY 0

Message:

DATE		P.O. NUMBER		STORE NUMBER		SHIPPER ORDER NO.		CARRIER NAME		CARRIER PRO NUMBER						
3-Jan-08		16044				0712109446		IGW EXPRESS STOPS								
CUSTOMER PRODUCT#	DESCRIPTION		PATTERN / COLOR / DETELOT #		MEG PIECE #	LPR	WIDTH		LENGTH		ORDER					
	SIDE	MARK					IN	IN	IN	IN	UNIT	QTY	SHIP	QTY SHIP-WGT		
	ROLL		ROYAL RMR PAD / BROADLOOM		325111335		FT	IN	FT	IN	SOYD	188	188	858		
	CHILD PL 6422		571414 / 92753 / 80890				13	6	1250							
	ROLL		ROYAL RMR PAD / BROADLOOM		325111336		FT	IN	FT	IN	BOYD	185	185	845		
	CHILD PL 6422		571414 / 92753 / 80890				13	6	1237							
TOTALS												2		PIECE(S)	WEIGHT 1703 LBS	

Store 6422
6600 Menaul Blvd,
Albuquerque, NM 87710

931.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lucken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEKTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7PM

F/A R D WEIS & CO
Message:

PREPAY O

DATE		P.O. NUMBER		STORE NUMBER		SHIPPER ORDER NO.		RATE		CARRIER PRO NUMBER			
8-Jan-08		16045				0712109420		LGM EXPRESS STOPS					
CUSTOMER PRODUCT#	DESCRIPTION		PATTERN / COLOR NAME		MFG. PIECE #	ISR	WIDTH	LENGTH	ORDER				
	SLIDE MARK	PATTERN/ COLOR / DYELOT #	UNIT	QTY					SHIP QTY	SHIP-WGT			
	ROLL	CHILD PL 6637	ROYAL KNE PAD / BROADLOOM 571414 / 92753 / 80940		325111413		FT IN 13 6	FT IN 126.1	SOYD	190	190	865	
	ROLL	CHILD PL 6637	ROYAL KNE PAD / BROADLOOM 571414 / 92753 / 80940		325111398		FT IN 13 6	FT IN 100.0	SOYD	150	150	689	
	ROLL	CHILD PL 6637	ROYAL KNE PAD / BROADLOOM 571414 / 92753 / 80940		325111399		FT IN 13 6	FT IN 102.2	SOYD	154	154	703	
TOTALS										3 PIECE(S)		WEIGHT 2257 LBS	

Stone 6637
2236 Hilltop Wall Rd.
Richmond CA 94806

932.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSRF

F/A R D WEIS & CO
Message:

PREPAY O

DATE		P.O. NUMBER		STORE NUMBER		SHIPPER ORDER NO.		CARRIER NAME		CARRIER PRO NUMBER		
3-Jan-08		16046				0712109414		LGM EXPRESS STOPS				
CUSTOMER PRODUCT#	DESCRIPTION		PATTERN / COLOR NAME		MFG. PIECE #	LPR	WIDTH	LENGTH	ORDER			
	SIDE MARK		PATTERN/ COLOR /DYELOT #	UNIT					QTY	SHIP	QTY	SHIP-WGT
	ROLL	CHILD PL 6432	ROYAL RNE PAD / BROADLOOM		325111319		FT IN	FT IN	SOYD	150	150	689
	ROLL	CHILD PL 6432	571414 / 92753 / 80890				13	6	100'0			
	ROLL	CHILD PL 6432	ROYAL RNE PAD / BROADLOOM		325111320		FT IN	FT IN	SOYD	151	151	691
		CHILD PL 6432	571414 / 92753 / 80890				13	6	100'5			

Stone 6432
3401 Dale Road
No dato CA 95356

933.07

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @PRIMAVERA DISTRIBUTING
PH# 800 255 9370 LIZ SEXTON
2700 RIVERSIDE DRIVE
CHAATANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

Packing List

PAGE 1 OF 1

LOAD# - 0711
SHIP# - W5RSF/A R D WEIS & CO
Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER				
3-Jan-08	16047		0712109406	LGW EXPRESS STOPS					
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MPG PIECE #	LPR	WIDTH	LENGTH	UNIT	ORDER SHIP-QTY	SHIP-WGT
	ROLL CHILDRENS PLACE	ROYAL ENH PAD / BROADLOOM	325111360		FT IN	FT IN	SOYD	150	150
		571414 / 92753 / 80890			13 6	1000	.....	.....	689
	ROLL CHILDRENS PLACE	ROYAL ENH PAD / BROADLOOM	325111361		FT IN	FT IN	SOYD	156	156
		571414 / 92753 / 80890			13 6	1036	.....	.....	712
	ROLL CHILDRENS PLACE	ROYAL ENH PAD / BROADLOOM	325111347		FT IN	FT IN	SOYD	74	74
		571414 / 92753 / 80890			13 6	490	.....	.....	343
TOTALS								3 PIECE(S)	WEIGHT 1744 LBS

Stone 68507
3233 Linden Rd.
Flint MI 48507

934.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
PH# 800 255 9370 LIZ SEKTON
2700 RIVERSIDE DR
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711

SHIP# - W5RJ

F/A R D WEIS & CO

Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
3-Jan-08	16048		0712109393	LGW EXPRESS STOPS	
CUSTOMER PRODUCT#	DESCRIPTION	PAVVERN / COLOR NAME	MTG PLEGE #	LTPI	UNIT QTY ORDER
	ROIL	ROYAL RNE PAD / BROADLOOK	325111323		188
	CHILDRENS PLACE	571414 / 92753 / 80890			188
	ROIL	ROYAL RNE PAD / BROADLOOK	325111324		202
	CHILDRENS PLACE	571414 / 92753 / 80890			202
TOTALS					2 PIECE(S) WEIGHT 1781 LBS

Stone 6429
7900 Shelbyville Rd.
Louisville KY 40222.

935.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SECTION 800-255-9370
2700 RIVERSIDE DRIVE
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSRK

P/A R D WEIS & CO
Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
3-Jan-08	16049		0712109384		
LGM EXPRESS STOPS					
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	DATE / COLOR / DYELOT #	MFG	IPR
	ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	325111358	
	ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	325111359	
	ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890		
WIDTH	LENGTH	UNIT	QTY	SHIP-QTY	SHIP-WGT
FT IN	FT IN	SOYD	188	188	858
13 6	1250	.....	.....	.....	.....
FT IN	FT IN	SOYD	212	212	966
13 6	1411	.....	.....	.....	.....
TOTALS				2 PIECE(S)	WEIGHT 1824 LBS

Store 6566
14200 East Alameda Ave
Aurora CO, 80012

936.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - MSRH

F/A R D WEIS & CO
Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER			
3-Jan-08	16050		0712109385	LGM EXPRESS STOPS				
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	PIECE #	LPR	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT
	ROLL	ROYAL BNE PAD / BROADLOOM	32511327		80YD	225	225	1027
	CHD PL 6441 GA	571414 / 92753 / 80890		13	6	150'0		
	ROLL	ROYAL BNE PAD / BROADLOOM	32511328		80YD	197	197	897
	CHD PL 6441 GA	571414 / 92753 / 80890		13	6	130'9		
TOTALS						2	PIECE(S)	WEIGHT 1924 LBS

Store 6441
2100 Pleasant Hill Rd.
Duluth GA 30096

937.07

FROM:

MILLIKEN & COMPANY
300 Lucken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

PAGE 1 OF 1

LOAD# - 0711

SHIP# - W5RT

F/A R D WEIS & CO

Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER					
3-Jan-08	16051		0712118567	IGW EXPRESS STOPS						
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	PIECE #	TPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT
	ROLL	ROYAL RNM PAD / BROADLOOM	325111321		PT IN	PT IN	SOYD	150	150	689
	CHILD PL 6549	571414 / 92753 / 80890			13 6	100 0	.....	.....	.....	.....
	ROLL	ROYAL RNM PAD / BROADLOOM	325111322		PT IN	PT IN	SOYD	147	147	675
	CHILD PL 6549	571414 / 92753 / 80890			13 6	98 0	.....	.....	.....	.....
	ROLL	ROYAL RNM PAD / BROADLOOM	325111345		PT IN	PT IN	SOYD	159	159	729
	CHILD PL 6549	571414 / 92753 / 80890			13 6	106 0	.....	.....	.....	.....
TOTALS										
3 PIECE(S)									WEIGHT 2093 LBS	

Stae 6549
9501 Collington & prada way
Jacksonville, FL 32225

954.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Inlaken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTION
LIB SEXTON 800-255-9370
2700 RIVERSIDE DR
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252

SHIP# - W7N6

F/A R D WEIS & CO

Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
8-Jan-08	16055		0712118451	LGW EXPRESS STOPS	
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MTG	MTG	MTG
PRODUCT#	SIDE MARK	PATTERN / COLOR / DYELOT #	PIECE #	MTG	MTG
ROLL	CHILDPLACE3531	ROYAL ENH PAD / BROADLOOM	325111406		
		571414 / 92753 / 80940			
ROLL	CHILDPLACE3531	ROYAL ENH PAD / BROADLOOM	325111419		
		571414 / 92753 / 80940			
TOTALS	2 PIECE(S)	WEIGHT 1778 LBS			

Store 6531
320 West Kimberley Rd
Davenport IA 52806

939.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSRP

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
3-Jan-08	16063		0712118377	LGM EXPRESS STOPS	

CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MTG DIBCE #	MPR	WIDTH	LENGTH	UNIT	QTY	SHIP QTY	SHIP-WGT
	ROLL	ROYAL ENH PAD / BROADLOOM	325111350		FT IN	FT IN	SOYD	150	150	689
	CHILD PL 6374	571414 / 92753 / 80890			13 6	1000				
	ROLL	ROYAL ENH PAD / BROADLOOM	325111351		FT IN	FT IN	SOYD	219	219	996
	CHILD PL 6374	571414 / 92753 / 80890			13 6	1495				

TOTALS

2	PIECE(S)	WEIGHT 1685 LBS
---	----------	-----------------

Stone 6374
3320 Silas Creek Run
Winston-Salem NC 27103

956.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

SHOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - W5RL

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER								
3-Jan-08	16064		0712118366	IGW EXPRESS STOPS									
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MFG	PIECE #	MPR	WIDTH	LENGTH	UNIT	QTY	ORDER	SHIP-QTY	SHIP-WGT	
	ROLL	ROYAL ENH PAD / BROADLOOM		32511344		FT	IN	FT	IN	BOYD	44	44	207
	CHILD PL 6444	571414 / 92753 / 80890				13	6	28	10				
	ROLL	ROYAL ENH PAD / BROADLOOM		32511348		FT	IN	FT	IN	BOYD	150	150	689
	CHILD PL 6444	571414 / 92753 / 80890				13	6	100	0				
	ROLL	ROYAL ENH PAD / BROADLOOM		32511349		FT	IN	FT	IN	BOYD	199	199	906
	CHILD PL 6444	571414 / 92753 / 80890				13	6	132	1				
TOTALS													
3 PIECE(S)											WEIGHT 1802 LBS		

Store 6444
115 D Water Bed & Mail
Lawrenceville NJ D8648

957.07

FROM:

MILLIKEN & COMPANY
300 Lucken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF @PRIMAVERA DISTRIBUTING
LIE BERTON800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

Packing List

PAGE 1 OF 1

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSPR

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER					
3-Jan-08	16065		0712118314	LGM EXPRESS STOPS						
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MFG PIECE #	LBR	WEDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT
ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	32511332	FT IN	FT IN	62.5	SQYD	94	94	434
KENNER, LA				13	6		.....	.....	.....	.....
ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	32511373	FT IN	FT IN	100.0	SQYD	150	150	689
KENNER, LA				13	6		.....	.....	.....	.....
ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	32511374	FT IN	FT IN	122.6	SQYD	184	184	841
KENNER, LA				13	6		.....	.....	.....	.....
ROLL	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80890	32511343	FT IN	FT IN		SQYD	24	24	110
KENNER, LA				13	6	15.5	.....	.....	.....	.....
TOTALS							4 PIECE(S)	WEIGHT 2074 LBS		

Stone 6575
1401 W. Copeland Ave
Kenner LA 70065

915.07

Packing List

PAGE 1 OF 1

FROM:

MILITEN & COMPANY
300 Lutken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF@PRIMAVERA DISTRIBUTING
LIZ SEXTON 800 255 9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7N5

F/A R D WEIS & CO

PREPAY O

Message:

DATE		P.O. NUMBER		STORE NUMBER		SHIPPER ORDER NO.		CARRIER NAME		CARRIER PRO NUMBER	
8-Jan-08		16066				0712118303		LGM EXPRESS STOPS			
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MFG PIECE #	LPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WEIGHT	
	ROLL CHILDRENS PLACE	ROYAL ENH PAD / BROADLOOM 571414 / 92753 / 80940	32511405		FT IN 13 6	FT IN 71 0	SOYD	107	107	492	
	ROLL CHILDRENS PLACE	ROYAL ENH PAD / BROADLOOM 571414 / 92753 / 80940	32511410		FT IN 13 6	FT IN 100 0	SOYD	150	150	689	
	ROLL CHILDRENS PLACE	ROYAL ENH PAD / BROADLOOM 571414 / 92753 / 80940	32511411		FT IN 13 6	FT IN 100 3	SOYD	151	151	690	
TOTALS											
								3 PIECE(S)	WEIGHT 1871 LBS		

Stone 6482
7850 Mentor Ave
Mentor OH 44060

958.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Luken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF@PRIMAVERA DISTRIBUTING
LIZ SEXTON 800 255 9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - WSRN

F/A R D WEIS & CO
Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER						
3-Jan-08	16067		0712118034	IGW EXPRESS STOPS							
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MFG. PIECE #	LPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT	
	ROLL	ROYAL ENH PAD / BROADLOOM	325111339		FT IN	FT IN	SOYD	150	150	689	
	HARRISBURG	571414 / 92753 / 80890			13 6	1000	.....			.....
	ROLL	ROYAL ENH PAD / BROADLOOM	325111340		FT IN	FT IN	SOYD	132	132	605	
	HARRISBURG	571414 / 92753 / 80890			13 6	87 8	.....			.....
	ROLL	ROYAL ENH PAD / BROADLOOM	325111387		FT IN	FT IN	SOYD	144	144	657	
	HARRISBURG	571414 / 92753 / 80890			13 6	95 5	.....			.....
TOTALS										3 PIECE(S)	WEIGHT 1951 LBS

Store 6583
Route 83 + Patton St.
Harrisburg PA 17111

946.07

FROM:

MILLIKEN & COMPANY
300 Lutken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @PRIMAVERA DISTRIBUTING
LIZ SEXTON800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

Packing List

PAGE 1 OF 1

LOAD# - 0711
SHIP# - WSRM

F/A R D WEIS & CO
Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER						
3-Jan-08	16068		0712118058	LGM EXPRESS STOPS							
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR / DYELOT #	MFG	PIECE #	LTB	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT
	ROLL CAMP HILL 17011	ROYAL ENH PAD / BROADLOOM 571414 / 92753 / 80890		325111342		FT IN 13 6	FT IN 28 2	SOYD	43	43	203
	ROLL CAMP HILL 17011	ROYAL ENH PAD / BROADLOOM 571414 / 92753 / 80890		325111337		FT IN 13 6	FT IN 100 0	SOYD	150	150	689
	ROLL CAMP HILL 17011	ROYAL ENH PAD / BROADLOOM 571414 / 92753 / 80890		325111338		FT IN 13 6	FT IN 98 3	SOYD	148	148	677
	ROLL CAMP HILL 17011	ROYAL ENH PAD / BROADLOOM 571414 / 92753 / 80890		325111341		FT IN 13 6	FT IN 128 0	SOYD	192	192	878
TOTALS											
4 PIECE(S)										WRIGHT 2447 LBS	

Stone 6603
3571 Capital Mall Dr.
Camp Hill PA 17011

997.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Inlaken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PREMAVERA DISTRIBUTING
ATTN: LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7PJ

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER								
8-Jan-08	16069		0712118317	LGM EXPRESS STOPS									
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	WGT	PIECE #	INR	WIDTH	LENGTH	UNIT	QTY	ORDER	SHIP-QTY	SHIP-WGT	
	ROLL	ROYAL ENH PAD / BROADLOOM		325111409		FT IN	FT IN	SOYD	182		182	829	
	CHILD PL #6500	571414 / 92753 / 80940				13 6	12010						
	ROLL	ROYAL ENH PAD / BROADLOOM		325111408		FT IN	FT IN	SOYD	205		205	933	
	CHILD PL #6500	571414 / 92753 / 80940				13 6	1362						
TOTALS										2	PIECE(S)	WEIGHT	1762 LBS

Store 6500
Montgomery Mall
North Wales PA 19454

959.07

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF @PRIMAVERA DISTRIBUTING
LIZ SEXTON800-255-9370
2700 RIVERSIDE DRIVE
CHATANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

PAGE 1 OF 1

LOAD# - 1252
SHIP# - W7PN

F/A R D WEIS & CO

PREPAY O

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO. NUMBER						
8-Jan-08	16070		0712118240	LGW EXPRESS STOPS							
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	PIECE #	TPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-QTY	SHIP-WGT
	ROLL DAYTON OH	ROYAL ENH PAD / BROADLOOM	325111425		FT IN	FT IN	SOYD	150	150		689
	ROLL DAYTON OH	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80940		13 6	1000					
	ROLL DAYTON OH	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80940		FT IN	FT IN	SOYD	130	130		596
	ROLL DAYTON OH	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80940		13 6	86 4					
	ROLL DAYTON OH	ROYAL ENH PAD / BROADLOOM	571414 / 92753 / 80940		FT IN	FT IN	SOYD	50	50		236
TOTALS											
3 PIECE(S)								WEIGHT 1521 LBS			

Stone: 6514
a7a7 N. Fairbield Rd.
Dayton, OH 45431

948.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7PD

F/A R D WEIS & CO

Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO. NUMBER
8-Jan-08	16071		0712127869	LGW EXPRESS STORES	

CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MEG	PIECE #	UPR	WIDTH	LENGTH	UNIT	QTY	ORDER	SHIP-QTY	SHIP-WGT
	ROLL	ROYAL ENH PAD / BROADLOOM	325111424			FT	IN	FT	IN	SOYD	107	207
	CHILD PL 6619	571414 / 92753 / 80940				13	6	71	2	SOYD	225	225
	ROLL	ROYAL ENH PAD / BROADLOOM	325111403			FT	IN	FT	IN	SOYD	225	1027
	CHILD PL 6619	571414 / 92753 / 80940				13	6	150	0	SOYD	193	880
	ROLL	ROYAL ENH PAD / BROADLOOM	325111404			FT	IN	FT	IN	SOYD	193	880
	CHILD PL 6619	571414 / 92753 / 80940				13	6	128	3	SOYD	66	306
	ROLL	ROYAL ENH PAD / BROADLOOM	325111412			FT	IN	FT	IN	SOYD	66	306
	CHILD PL 6619	571414 / 92753 / 80940				13	6	43	6	SOYD	66	306
TOTALS											4 PIECE(S)	WEIGHT 2706 LBS

Store 6619
267 9016 Mill Chr.
Niles, IL 60714

949.07

FROM:

MILLIKEN & COMPANY
300 Luken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800 255 9370
2700 RIVERSIDE DRIVE
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

PAGE 1 OF 1

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7N8

F/A R D WEIS & CO

Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
8-Jan-08	16072		0712118338	IGW EXPRESS STOPS	

CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	PKG. #	TPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT
	ROLL	ROYAL BNE PAD / BROADLOOM	32511388		FT IN	FT IN	SOYD	212	212	967
	CHILDRENS PLACE	571414 / 92753 / 80940			13 6	1412	.....	.....	.....	.....
	ROLL	ROYAL BNE PAD / BROADLOOM	32511388		FT IN	FT IN	SOYD	150	150	689
	CHILDRENS PLACE	571414 / 92753 / 80940			13 6	1000	.....	.....	.....	.....
	ROLL	ROYAL BNE PAD / BROADLOOM	32511429		FT IN	FT IN	SOYD	150	150	689
	CHILDRENS PLACE	571414 / 92753 / 80940			13 6	1000	.....	.....	.....	.....
	ROLL	ROYAL BNE PAD / BROADLOOM	32511430		FT IN	FT IN	SOYD	139	139	636
	CHILDRENS PLACE	571414 / 92753 / 80940			13 6	923	.....	.....	.....	.....
TOTALS										
4 PIECE(S)									WEIGHT 2981 LBS	

Store 6630
159 Yorktown Ctr.
Lanband, IL 60148

950.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
ATTN: LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7M4

F/A R D WEIS & CO
Message:

PREPAY 0

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER								
8-Jan-08	16073		0712127723	LGM EXPRESS STOPS									
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	PATTERN / COLOR / DETAIL #	MFG	PIECE #	LPR	WIDTH	LENGTH	UNIT	QTY	ORDER	SHIP-QTY	SHIP-WEIGHT
	ROLL	ROYAL ENH PAD / BROADLOCH	571414 / 92753 / 80940		32511396		PT IN	PT IN	SOYD	150	150		689
	CHILDS PL#6309						13	5	100'0				
	ROLL	ROYAL ENH PAD / BROADLOCH	571414 / 92753 / 80940		32511397		PT IN	PT IN	SOYD	192	192		876
	CHILDS PL#6309						13	6	127'9				
TOTALS										2	PIECE(S)	WEIGHT	1565 LBS

Store 6309
2000 Galleria Mall
Birmingham AL 35241.

960.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lucken Ind Dr. W.
Lacrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800 255 9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 0711
SHIP# - W5RV

F/A R D WEIS & CO
Message:

PREPAY 0

DATE		P.O. NUMBER		STORE NUMBER		SHIPPER ORDER NO.		CARRIER NAME		CARRIER PRO NUMBER	
3-Jan-08		16074				0712118018		LGW EXPRESS STORES			
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MEG P-PIECE #	LPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT	
	ROLL	ROYAL ENH PAD / BROADLOOM	325111355		13 IN	154.0	SOYD	231	231	1054	
	CHILD PL 6508	571414 / 92753 / 80890			13 IN	154.0					
	ROLL	ROYAL ENH PAD / BROADLOOM	325111356		13 IN	106.0	SOYD	150	150	689	
	CHILD PL 6508	571414 / 92753 / 80890			13 IN	106.0					
TOTALS										2 P-PIECE(S)	WEIGHT 1743 LBS

Stone 6508
Broomingdale IL 60108

951.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Luken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF @PRIMAVERA DISTRIBUTING
112 SEXTON800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7PH

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER						
8-Jan-08	16075		0712118297	LGM EXPRESS STOPS							
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MEG PIECE #	LPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WGT	
	ROLL	ROYAL ENH PAD / BROADLOOM	325111402		FT	IN	FT	IN	232	232	1058
	BOFFALO NY	571414 / 92753 / 80940			13	6	15	47	163	163	744
	ROLL	ROYAL ENH PAD / BROADLOOM	325111418		FT	IN	FT	IN	163	163	744
	BOFFALO NY	571414 / 92753 / 80940			13	6	10	83	163	163	744
TOTALS											
2 PIECE(S)										WEIGHT 1802 LBS	

Store 6360
Buffalo NY 14225

952.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lucken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
ATTN: LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7N7

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
8-Jan-08	16076		0712127715	IGW EXPRESS STOPS	
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MEG	PIECE #	LPR
	ROLL	ROYAL ENH PAD / BROADLOOM	325111407		
	CHILD PL# 6473	571414 / 92753 / 80940	FT IN	FT IN	SOYD
			13 6	42 110	65
	ROLL	ROYAL ENH PAD / BROADLOOM	325111390		
	CHILD PL# 6473	571414 / 92753 / 80940	FT IN	FT IN	SOYD
			13 6	1500	225
	ROLL	ROYAL ENH PAD / BROADLOOM	325111391		
	CHILD PL# 6473	571414 / 92753 / 80940	FT IN	FT IN	SOYD
			13 6	1319	198
TOTALS					3 PIECE(S)
					WEIGHT 2232 LBS

Stone 6473
743 Pauls City Center
Lancaster PA 17601

953.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. N.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - WYPL

F/A R D WEIS & CO
Message:

PREPAY 0

DATE		P.O. NUMBER		STORE NUMBER		SHIPPER ORDER NO.		CARRIER NAME		CARRIER PRO NUMBER	
8-Jan-08		16079				0712127870		LGM EXPRESS STOPS			
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MEG	DPR	WIDTH	LENGTH	UNIT	ORDER	SHIP	QTY	SHIP-WGT
	ROLL	ROYAL ENH PAD / BROADLOOM	325111401		FT IN	FT IN	SOYD	168	168		767
	CHILD PL 6651	571414 / 92753 / 80940		13 6		1118					
	ROLL	ROYAL ENH PAD / BROADLOOM	325111427		FT IN	FT IN	SOYD	161	161		827
	CHILD PL 6651	571414 / 92753 / 80940		13 6		1206					
	ROLL	ROYAL ENH PAD / BROADLOOM	325111400		FT IN	FT IN	SOYD	200	200		911
	CHILD PL 6651	571414 / 92753 / 80940		13 6		13210					
TOTALS											
										3 PIECE(S)	WEIGHT 2505 LBS

Stone 6651
Toronto Ontario,
ON MSB2H6

955.07

PAGE 1 OF 1

SPECIAL INSTRUCTIONS:

PREPAY O

972.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
ATTN: LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7PF

F/A R D WEIS & CO
Message:

PREPAY 0

DATE		P.O. NUMBER		STORE NUMBER		SHIPPER ORDER NO.		CARRIER NAME		CARRIER PRO NUMBER	
8-Jan-08		16085				0712118265		LGM EXPRESS STOPS			
CUSTOMER PRODUCT#	DESCRIPTION SIDE MARK	PATTERN / COLOR NAME	MEG PIECE #	TPR	WIDTH	LENGTH	UNIT	QTY	SHIP QTY	SHIP-WGT	
	ROLL	ROYAL ENH PAD / BROADLOOM	325111392		FT IN	FT IN	BOYD	225	225	1027	
	CHILD PL #6559	571414 / 92753 / 80940			13 6	150'0					
	ROLL	ROYAL ENH PAD / BROADLOOM	325111393		FT IN	FT IN	BOYD	229	229	1041	
	CHILD PL #6559	571414 / 92753 / 80940			13 6	152'2					
TOTALS							2		PIECE(S)	WEIGHT 2068 LBS	

Store 6559
Westmead Mall
Route 30 East
Greensburg, PA 15601

967.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEKTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTAHOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 2233
SHIP# - XDDD

F/A R D WEIS & CO
Message:

PREPAY O

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
15-Jan-08	16080		0712127742	LGM EXPRESS STOPS	

CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MRG	TPR	WIDTH	LENGTH	UNIT	QTY	SHIP QTY	SHIP WGT
	ROLL	ROYAL ENH PAD / BROADLOOM	325111463		FT IN	FT IN	SOYD	150	150	689
	CHILDPLACE6436	571414 / 92753 / 80940		13	6	1000				
	ROLL	ROYAL ENH PAD / BROADLOOM	325111464		FT IN	FT IN	SOYD	234	234	1067
	CHILDPLACE6436	571414 / 92753 / 80940		13	6	1560				
TOTALS										
										2 PIECE(S) WEIGHT 1756 LBS

Stone 6436
2300 East Lincoln Hwy
Langhorne PA 19047

962.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Milliken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @PRIMAVERA DISTRIBUTING
PH# 800 255 9370 LIZ SEXTON
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1235
SHIP# - W7PC

PREPAY 1

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER
8-Jan-08	16082		0712127761	SOUTHEASTERN	

CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MSG	PIECE #	APR	WIDTH	LENGTH	UNIT	QTY	ORDER	SHIP	QTY	SHIP	WGT
	ROLL	ROYAL BNE PAD / BROADLOOM		325111422		FT IN	FT IN	SOYD	177	177				810
	CHILD PL 6466	571414 / 92753 / 80940				13 6	1180							
	ROLL	ROYAL BNE PAD / BROADLOOM		325111423		FT IN	FT IN	SOYD	150	150				689
	CHILD PL 6466	571414 / 92753 / 80940				13 6	1000							
TOTALS										2	PIECE(S)	WEIGHT 1499 LBS		

Store 6466
3811 S. Cooper
Arlington, TX 76015

964.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Luken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7PK

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER					
8-Jan-08	16083		0712127760	IGM EXPRESS STOPS						
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	PIECE #	MPR	WIDTH	LENGTH	UNIT	QTY	ORDER SHIP-QTY	SHIP-WEIGHT
	ROLL	ROYAL INE PAD / BROADLOOM	325111394		FT IN	FT IN	SOXD	150	150	689
	CHILD PL 6481	571414 / 92753 / 80940			13 6	100'0				
	ROLL	ROYAL INE PAD / BROADLOOM	325111395		FT IN	FT IN	SOXD	215	215	981
	CHILD PL 6481	571414 / 92753 / 80940			13 6	143'2				
TOTALS										
2 PIECE(S)									WEIGHT 1670 LBS	

Stone 6481
204 Wyoming Valley Mall
Wilkes-Barre PA 18702

965.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Lukken Ind Dr. W.
LaGrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 1252
SHIP# - W7PG

F/A R D WEIS & CO

PREPAY 0

Message:

DATE	P.O. NUMBER	STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER							
8-Jan-08	16084		0712127766	LGM EXPRESS STOPS								
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME		MFG PIECE #	LPR	WIDTH	LENGTH	UNIT		ORDER		
		PATTERN/	COLOR /DYESTOT #					QTY	SHIP-QTY	SHIP-WGT		
	ROLL	ROYAL ENH PAD / BROADLOOM		325111417		FT IN	FT IN	SOVD	90	90	418	
	CHILD PL 6611	571414 / 92753 / 80940				13 6	60 0					
	ROLL	ROYAL ENH PAD / BROADLOOM		325111420		FT IN	FT IN	SOVD	150	150	689	
	CHILD PL 6611	571414 / 92753 / 80940				13 6	100 0					
	ROLL	ROYAL ENH PAD / BROADLOOM		325111421		FT IN	FT IN	SOVD	150	150	689	
	CHILD PL 6611	571414 / 92753 / 80940				13 6	100 0					
TOTALS												
								3	PIECE(S)	WEIGHT 1796 LBS		

store 6511
206 The Mall @ Newtown
Swanton PA 18503

966.07

Packing List

PAGE 1 OF 1

FROM:

MILLIKEN & COMPANY
300 Luken Ind Dr. W.
Lagrange, GA 30240

SHIP TO:

STOP OFF @ PRIMAVERA DISTRIBUTING
ATTN: LIZ SEXTON 800-255-9370
2700 RIVERSIDE DRIVE
CHATTANOOGA, TN, 37406

BILL TO:

R D WEIS & CO
200 WILLIAM STREET
PORT CHESTER, NY, 10573

SPECIAL INSTRUCTIONS:

LOAD# - 4463
SHIP# - XM0V

PREPAY 1

F/A R D WEIS & CO
Message:

P.O. NUMBER		STORE NUMBER	SHIPPER ORDER NO.	CARRIER NAME	CARRIER PRO NUMBER					
16337			0801186093	SOUTHEASTERN						
31-Jan-08										
CUSTOMER PRODUCT#	DESCRIPTION	PATTERN / COLOR NAME	MFG	LPR	ORDER					
	SIDE MARK	PATTERN/ COLOR /DYELOT #	PIECE #	WIDTH	LENGTH	UNIT	QTY	SHIP QTY	SHIP-WGT	
	ROLL	ROYAL ENR PAD / BROADLOOM	845257552		FT IN	FT IN	SOYD	26	26	122
	CHILD PLACE6472	571414 / 92753 / 80940			13 6	17 2				
	ROLL	ROYAL ENR PAD / BROADLOOM	325111458		FT IN	FT IN	SOYD	157	157	720
	CHILD PLACE6472	571414 / 92753 / 80940			13 6	10 7				
	ROLL	ROYAL ENR PAD / BROADLOOM	325111325		FT IN	FT IN	SOYD	152	152	695
	CHILD PLACE6472	571414 / 92753 / 80940			13 6	10 10				
TOTALS									3 PIECE(S)	WEIGHT 1537 LBS

Stone 6472
5300 San Dario
Laredo TX 78041

39.08

2007 Pink And Green Refresh

										Installation													
										Installer: Randall D. Weis													
#	Store Number	Name	Address	City	State	Zip	Phone	Room	Area	Installation of	Installation of	Installation of	Installation of	Premium	demo	Job Site	Furnish	Installation	Freight	Total Cost			
										utilized carpet, cushion, padding, straight time	utilized carpet, cushion, padding, OT	utilized carpet, cushion, padding, straight time	utilized carpet, cushion, padding, OT	Grading, Adhesive	carpet	Disposal	4" open			Store			
1	6637	Hilltop Mall	14-Jan-2008	21-Jan-2008	22-Jan-2008	20-Jan-2008				\$11.65	\$5.64	\$5.64	\$5.64	\$ 363	\$ 2.653	\$ 1.065	\$ 1.075	\$ 12,380.29	\$ 1,860.00	\$ 14,260.29			
2	6441	Gammell Place	14-Jan-2008	21-Jan-2008	22-Jan-2008	24-Jan-2008				\$10.65	\$4.071	\$4.071	\$4.071	\$ 208	\$ 2.257	\$ 903	\$ 1.075	\$ 10,205.55	\$ 615.57	\$ 10,821.52			
3	6429	Oxmoor Center	14-Jan-2008	21-Jan-2008	22-Jan-2008	24-Jan-2008				\$10.65	\$4.076	\$4.076	\$4.076	\$ 287	\$ 2.105	\$ 642	\$ 1.075	\$ 8,662.65	\$ 574.03	\$ 9,436.68			
4	6482	Great Lakes Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$4.146	\$4.146	\$4.146	\$4.146	\$ 292	\$ 2.141	\$ 856	\$ 1.075	\$ 8,996.64	\$ 856.00	\$ 9,852.64			
5	6426	Willow Grove Park	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$3.950	\$3.950	\$3.950	\$3.950	\$ 4,413	\$ 278	\$ 2,040	\$ 816	\$ 1.075	\$ 8,622.24	\$ 1,056.00	\$ 9,678.24		
6	6472	Mail Del Norte	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$3.383	\$3.383	\$3.383	\$3.383	\$ 4,732	\$ 238	\$ 1,747	\$ 699	\$ 1.075	\$ 8,491.27	\$ 941.33	\$ 9,432.60		
7	6558	Westminster Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$4.624	\$4.624	\$4.624	\$4.624	\$ 5,167	\$ 326	\$ 2,388	\$ 955	\$ 1.075	\$ 9,910.38	\$ 985.97	\$ 10,896.35		
8	6575	The Esplanade	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$4.601	\$4.601	\$4.601	\$4.601	\$ 6,436	\$ 324	\$ 2,376	\$ 950	\$ 1.075	\$ 11,161.58	\$ 688.94	\$ 11,850.52		
9	6549	Regency Square Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$4.680	\$4.680	\$4.680	\$ 4,680	\$ 330	\$ 837	\$ 989	\$ 540	\$ 7,386.17				
10	6432	Village Faire Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$3.349	\$3.349	\$3.349	\$3.349	\$ 3,349	\$ 216	\$ 546	\$ 632	\$ 540	\$ 5,283.72				
11	6507	Genesee Valley Center	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.867	\$3.867	\$3.867	\$ 272	\$ 690	\$ 799	\$ 540	\$ 6,168.44					
12	6566	Aurora Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$4.229	\$4.229	\$4.229	\$4.229	\$ 4,229	\$ 296	\$ 755	\$ 874	\$ 540	\$ 6,565.26				
13	6531	Northpark Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$4.002	\$4.002	\$4.002	\$ 4,002	\$ 282	\$ 714	\$ 827	\$ 540	\$ 6,365.06				
14	6374	Hanes Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$3.686	\$3.686	\$3.686	\$3.686	\$ 3,686	\$ 256	\$ 654	\$ 757	\$ 540	\$ 5,873.76				
15	6444	Quaker Bridge Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$3.959	\$3.959	\$3.959	\$3.959	\$ 3,959	\$ 279	\$ 706	\$ 818	\$ 540	\$ 6,243.48				
16	6500	Montgomery Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.919	\$3.919	\$3.919	\$ 3,919	\$ 276	\$ 689	\$ 810	\$ 540	\$ 6,243.48				
17	6309	Riverchase Galleria	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.559	\$3.559	\$3.559	\$ 3,559	\$ 251	\$ 635	\$ 735	\$ 540	\$ 5,719.68				
18	6436	Oxford Valley Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.895	\$3.895	\$3.895	\$ 3,895	\$ 274	\$ 895	\$ 805	\$ 540	\$ 6,208.66				
19	6465	The Parks at Arlington	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.348	\$3.348	\$3.348	\$ 3,348	\$ 236	\$ 597	\$ 692	\$ 540	\$ 5,411.98				
20	6481	Wyoming Valley Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.713	\$3.713	\$3.713	\$ 3,713	\$ 261	\$ 662	\$ 767	\$ 540	\$ 5,943.30				
21	6511	The Mall at Steamtown	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.969	\$3.969	\$3.969	\$ 3,969	\$ 260	\$ 708	\$ 820	\$ 540	\$ 6,317.03				
22	6583	Harrisburg Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$4.236	\$4.236	\$4.236	\$ 4,236	\$ 296	\$ 756	\$ 875	\$ 540	\$ 6,705.77				
23	6503	Capital City Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$5.401	\$5.401	\$5.401	\$ 5,401	\$ 300	\$ 964	\$ 1,116	\$ 540	\$ 8,400.30				
24	6514	Mall at Fairfield Commons	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.490	\$3.490	\$3.490	\$ 3,490	\$ 246	\$ 623	\$ 721	\$ 540	\$ 6,516.10				
25	6519	Golf Mill Shopping Center	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$6.185	\$6.185	\$6.185	\$6.185	\$ 6,185	\$ 438	\$ 1,105	\$ 1,280	\$ 540	\$ 9,556.81				
26	6530	Yorktown Shopping Center	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$6.633	\$6.633	\$6.633	\$ 6,633	\$ 467	\$ 1,183	\$ 1,370	\$ 540	\$ 10,193.90				
27	6506	Stratford Square	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$3.689	\$3.689	\$3.689	\$ 3,689	\$ 272	\$ 690	\$ 799	\$ 540	\$ 6,171.44				
28	6360	Walden Galleria	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$4.117	\$4.117	\$4.117	\$ 4,117	\$ 290	\$ 734	\$ 850	\$ 540	\$ 6,531.66				
29	6473	Park City Center	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$5.053	\$5.053	\$5.053	\$ 5,053	\$ 356	\$ 902	\$ 1,044	\$ 540	\$ 7,293.49				
30	6583	Harrisburg Mall	24-Jan-2008	31-Jan-2008	22-Jan-2008	25-Jan-2008				\$10.65	\$5.569	\$5.569	\$5.569	\$ 5,569	\$ 392	\$ 994	\$ 1,150	\$ 540	\$ 8,844.95				
																			Total		\$228,250		

[illegible]

RD Weis & Co., Inc.200 William Street
Port Chester, NY 10573Voice: (914) 937-9337
Fax: (914) 937-9620**INVOICE**Invoice Number: 40278
Invoice Date: Jan 31, 2008
Page: 1

Duplicate

RECEIVED
JAN 17 2008ACCOUNTS PAYABLE
DEPARTMENT**Bill To:**Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094**Ship to:**The Children's Place #6637
2236 Hilltop Mall Road
Richmond, CA 94806

Customer ID	Customer PO	Payment Terms	
HOOP RETAIL PRJ		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ROSE NAT'L - PJT	None		3/1/08

Quantity	Item	Description	Unit Price	Amount
1.00		PROJECT: #932.2007 Furnish and install		
		Milliken Broadloom Carpet.		
1.00		Pixie Dust Strike Off #CC2808-07	12,821.52	12,821.52
1.00		LABOR	12,563.00	12,563.00
1.00		FLOOR PREP (2 hrs @ \$110.00 per)	220.00	220.00
1.00		FREIGHT	1,880.00	1,880.00
1.00		SALES TAX PASS THROUGH FROM MILL	990.48	990.48

0500-06637-624300

Subtotal	28,475.00
Sales Tax	
Total Invoice Amount	28,475.00
Payment/Credit Applied	
TOTAL	28,475.00

Check/Credit Memo No:

RD Weis & Co., Inc.200 William Street
Port Chester, NY 10573

Voice: (914) 937-9337

Fax: (914) 937-9620

INVOICE

Invoice Number: 40279

Invoice Date: Jan 31, 2008

Page: 1

Duplicate

45833

RECEIVED
MAR 17 2008
ACCOUNTS PAYABLE
DEPARTMENT

Bill To:
Hoop Retail Stores 915 Secaucus Road Secaucus, NJ 07094

Ship to:
The Children's Place #6441 2100 Pleasant Hill Road DULUTH, GA 30096

Customer ID	Customer PO	Payment Terms	
HOOP RETAIL PRJ		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ROSE NAT'L - PJT	None		3/1/08

Quantity	Item	Description	Unit Price	Amount
1.00		PROJECT: #937.2007 Furnish and install		
		Milliken Broadloom Carpet.		
1.00		PIXIE DUST STIKE OFF #CC2808-07	10,997.32	10,997.32
1.00		LABOR	10,465.00	10,465.00
1.00		FLOOR PREP (3 HRS. @ \$110.00 PER)	330.00	330.00
1.00		FREIGHT	615.57	615.57
1.00		SALES TAX PASS THROUGH FROM MILL	580.91	580.91
Subtotal				22,988.80
Sales Tax				
Total Invoice Amount				22,988.80
Payment/Credit Applied				
TOTAL				22,988.80

Check/Credit Memo No:

0500-06441-624 300

RL

45833

RD Weis & Co., Inc.200 William Street
Port Chester, NY 10573Voice: (914) 937-9337
Fax: (914) 937-9620RECEIVED
MAR 17 2008
ACCOUNTS PAYABLE
DEPARTMENT**INVOICE**Invoice Number: 40280
Invoice Date: Jan 31, 2008
Page: 1

Duplicate

4

Bill To:
Hoop Retail Stores 915 Secaucus Road Secaucus, NJ 07094

Ship to:
The Children's Place #6429 7900 Shelbyville Road Louisville, KY 40222

Customer ID	Customer PO	Payment Terms	
HOOP RETAIL PRJ		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ROSE NAT'L - PJT	None		3/1/08

Quantity	Item	Description	Unit Price	Amount
1.00		PROJECT: #935.2007 Furnish and install		
		Milliken Broadloom Carpet		
1.00		PIXIE DUST STRIKE OFF #CC2808-07	10,163.40	10,163.40
1.00		LABOR	9,012.00	9,012.00
1.00		FLOOR PREP (3 HRS. @ \$110.00 PER)	330.00	330.00
1.00		FREIGHT	574.03	574.03
1.00		SALES TAX PASS THROUGH FROM MILL	537.28	537.28
Subtotal				20,616.71
Sales Tax				
Total Invoice Amount				20,616.71
Payment/Credit Applied				
TOTAL				20,616.71

0500-06429-624300

FCL

Check/Credit Memo No:

RD Weis & Co., Inc.200 William Street
Port Chester, NY 10573Voice: (914) 937-9337
Fax: (914) 937-9620**INVOICE**Invoice Number: 40281
Invoice Date: Jan 31, 2008
Page: 1

Duplicate

45833
RECEIVED
MAR 17 2008
ACCOUNTS PAYABLE
DEPARTMENT**Bill To:**Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094**Ship to:**The Children's Place
7850 Mentor Avenue
Mentor, OH 44060

#6482

Customer ID	Customer PO	Payment Terms	
HOOP RETAIL PRJ		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ROSE NAT'L - PJT	None		3/1/08

Quantity	Item	Description	Unit Price	Amount
1.00		PROJECT: #958.2007 Furnish and install Milliken Broadloom Carpet.		
1.00		PIXIE DUST STRIKE OFF #CC2808-07	10,632.48	10,632.48
1.00		LABOR	9,378.00	9,378.00
1.00		FLOOR PREP (11 HRS @ \$110.00 PER)	1,210.00	1,210.00
1.00		FREIGHT	856.00	856.00
1.00		SALES TAX PASS THROUGH FROM MILL	584.64	584.64
Subtotal				22,661.12
Sales Tax				
Total Invoice Amount				22,661.12
Payment/Credit Applied				
TOTAL				22,661.12

0500-06482-624300

11

Check/Credit Memo No:

45833

RD Weis & Co., Inc.200 William Street
Port Chester, NY 10573Voice: (914) 937-9337
Fax: (914) 937-9620**INVOICE**Invoice Number: 40282
Invoice Date: Jan 31, 2008
Page: 1
DuplicateRECEIVED
MAR 17 2008
ACCOUNTS PAYABLE
DEPARTMENT

Bill To:
Hoop Retail Stores 915 Secaucus Road Secaucus, NJ 07094

Ship to:
The Children's Place 2500 Moreland Road Willow Grove, PA 19090

6426

Customer ID	Customer PO	Payment Terms	
HOOP RETAIL PRJ		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ROSE NAT'L - PJT	None		3/1/08

Quantity	Item	Description	Unit Price	Amount
1.00		PROJECT: #961.2007 Furnish and install Milliken Broadloom Carpet.		
1.00		PIXIE DUST STRIKE OFF #CC2808-07	11,831.24	11,831.24
1.00		LABOR	10,314.00	10,314.00
1.00		FLOOR PREP (4 HRS. @ \$110.00 PER)	440.00	440.00
1.00		FREIGHT	1,056.00	1,056.00
1.00		SALES TAX PASS THROUGH FROM MILL	526.76	526.76
Subtotal				24,168.00
Sales Tax				
Total Invoice Amount				24,168.00
Payment/Credit Applied				
TOTAL				24,168.00

0500 - 06426 - 624300

Check/Credit Memo No:

RD Weis & Co., Inc.200 William Street
Port Chester, NY 10573Voice: (914) 937-9337
Fax: (914) 937-96206/5833
RECEIVED
MAR 17 2008
ACCOUNTS PAYABLE
DEPARTMENT**INVOICE**Invoice Number: 40283
Invoice Date: Jan 31, 2008
Page: 1
Duplicate

Bill To:
Hoop Retail Stores 915 Secaucus Road Secaucus, NJ 07094

Ship to:
The Children's Place #6559 Westmoreland Mall Route 30 East Greensburg, PA 15601-0844

Customer ID	Customer PO	Payment Terms	
HOOP RETAIL PRJ		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ROSE NAT'L - PJT	None		3/1/08

Quantity	Item	Description	Unit Price	Amount
1.00		PROJECT: #967.2007 Furnish and install Milliken Broadloom carpet.		
1.00		PIXIE DUST STRIKE OFF #CC2808-07	9,954.92	9,954.92
1.00		LABOR	8,849.00	8,849.00
1.00		FLOOR PREP (4 HRS. @ \$110.00 PER)	440.00	440.00
1.00		FREIGHT	985.97	985.97
1.00		SALES TAX PASS THROUGH FROM MILL.	625.21	625.21
Subtotal				20,855.10
Sales Tax				
Total Invoice Amount				20,855.10
Payment/Credit Applied				
TOTAL				20,855.10

Check/Credit Memo No:

0500-06559-624300

RL

RD Weis & Co., Inc.
200 William Street
Port Chester, NY 10573

Voice: (914) 937-9337
Fax: (914) 937-9620

45833
RECEIVED
MAR 17 2008
ACCOUNTS PAYABLE
DEPARTMENT

INVOICE

Invoice Number: 40284
Invoice Date: Jan 31, 2008
Page: 1
Duplicate

Bill To:
Hoop Retail Stores 915 Secaucus Road Secaucus, NJ 07094

Ship to:
The Children's Place #6575 1401 West Esplanade Avenue Kenner, LA 70065

Customer ID	Customer PO	Payment Terms	
HOOP RETAIL PRJ		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ROSE NAT'L - PJT	None		3/1/08

Quantity	Item	Description	Unit Price	Amount
1.00		PROJECT: #945.2007 Furnish and install		
		Milliken Broadloom carpet.		
1.00		PIXIE DUST STRIKE OFF #CC2808-07	11,753.06	11,753.06
1.00		LABOR	11,606.00	11,606.00
1.00		FLOOR PREP (5 HRS @ \$110.00 PER)	550.00	550.00
1.00		FREIGHT	688.94	688.94
1.00		SALES TAX PASS THROUGH FROM MILL	906.26	906.26
Subtotal				25,504.26
Sales Tax				
Total Invoice Amount				25,504.26
Payment/Credit Applied				
TOTAL				25,504.26

0500-06575-624300

Check/Credit Memo No:

RD Weis & Co., Inc.200 William Street
Port Chester, NY 10573

Voice: (914) 937-9337

Fax: (914) 937-9620

45833
RECEIVED
MAR 17 2008ACCOUNTS PAYABLE
DEPARTMENT**INVOICE**

Invoice Number: 40431

Invoice Date: Jan 31, 2008

Page: 1

Duplicate

Bill To:Hoop Retail Stores
915 Secaucus Road
Secaucus, NJ 07094**Ship to:**Disney Store
5300 San Dario
Laredo, TX

#6472

Customer ID	Customer PO	Payment Terms	
HOOP RETAIL PRJ		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ROSE NAT'L - PJT	None		3/1/08

Quantity	Item	Description	Unit Price	Amount
1.00		PROJECT: #39.2008 Furnish and install		
		Milliken Broadloom Carpet.		
1.00		PIXIE DUST STRIKE OFF #CC2808-07	9,616.14	9,616.14
1.00		LABOR	9,691.00	9,691.00
1.00		FLOOR PREP (4 HRS @ \$110.00 PER)	440.00	440.00
1.00		FREIGHT	941.33	941.33
1.00		SALES TAX PASS THROUGH FROM MILL	633.51	633.51
Subtotal				21,321.98
Sales Tax				
Total Invoice Amount				21,321.98
Payment/Credit Applied				
TOTAL				21,321.98

0500-06472-624300

Check/Credit Memo No: